



**CITY OF STURGEON BAY COMMON COUNCIL AGENDA  
TUESDAY, OCTOBER 15, 2013  
7:00 P.M.  
COUNCIL CHAMBERS, CITY HALL – 421 MICHIGAN ST  
THAD G. BIRMINGHAM, MAYOR**

1. Call to order.
  2. Pledge of Allegiance.
  3. Roll call.
  4. Adoption of agenda.
  5. Consideration of the following bills: General Fund – \$237,659.99, Capital Fund - \$3,955.86, Cable TV - \$2,423.27, TID #2 - \$3,911.50, TID #3 - \$3,808.00, TID #4 - \$26,389.33, and Solid Waste Enterprise Fund - \$14,859.37 for a grand total of \$293,007.32. [roll call]
  6. CONSENT AGENDA
- \* All items listed with an asterisk (\*) are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless a Council member requests before the Adoption of the Agenda, in which event the item will be removed from the Consent Agenda and considered immediately following the consent agenda.
- \* a. Approval of 10/1/2013 regular Common Council minutes.
  - \* b. Approval of the following minutes:
    - (1) Amended Bicycle & Pedestrian Advisory Board – 9/5/13
    - (2) Personnel Committee – 9/24/13
    - (3) Finance/Purchasing & Building Committee – 9/24/13
    - (4) Waterfront Design Review Board – 9/25/13
  - \* c. Place on file the following reports:
    - (1) Inspection Department Report – September 2013
    - (2) Police Department Report – September 2013
  - \* d. Consideration of: Approval of Beverage Operator licenses.
  - \* e. Consideration of: Approval of Temporary Class B Beer license.
  - \* f. Consideration of: Approval of Exception to noise ordinance for October 25, 2013 for Kitty O'Reilly's Irish Pub.
  - \* g. Consideration of: Request to extend Planned Unit Development – Deer Run Phases 2 & 3.
  - \* h. Parking & Traffic Committee recommendation re: Installation of two speed boards and the appropriation of granted funds for that purpose.
  - \* i. Finance/Purchasing & Building Committee recommendation re: Approve grounding easement on South Neenah Street for WPS natural gas regulator station, subject to approval by City Attorney.

- \* j. Finance/Purchasing & Building Committee recommendation re: Approve sale of a 2,220 square foot triangular City owned piece of property to John Donaubauer, located adjacent to his property at 1725 Memorial Drive, in the amount of \$4,196.00 subject to the Memorial Drive restrictions.
- 7. Mayoral appointments.
- 8. Consideration of: WPPI Benefit Plan Trust Termination Agreement and Payee Agreement.
- 9. Resolution re: Lake Protection Grant.
- 10. Second reading of ordinance re: Rezone from General Commercial (C-1) to Mixed Commercial-Residential (C-5) for property located at 509 N. 8<sup>th</sup> Avenue.
- 11. Personnel Committee recommendation re: Amend employment contract with the City Administrator by increasing vacation by one week and to allow the City Administrator to sell one week back to the City if not used.
- 12. Committee Chairperson Reports:
  - a. Personnel Committee
  - b. Parking & Traffic Committee
  - c. Community Protection & Services Committee
  - d. Sturgeon Bay Utility Commission
- 13. Public comment on non-agenda items.
- 14. Mayor's comments.
- 15. Adjourn.

NOTE: DEVIATION FROM THE AGENDA ORDER SHOWN MAY OCCUR.

Posted:

Date: 10-11-13

Time: 12:00 pm

By: Laurie S.

ID: AF4430001221

INVOICES DUE ON/BEFORE 10/15/2013

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
GENERAL FUND				
LIABILITIES				
COUNTRY	COUNTRY VIEW FARMS	CNTRY VIEW 9/28 MRKT FOOD SHRE	01-000-000-21595	33.00
IDLEWILD	IDLEWILD HERBS	IDLWLD 10/5 MRKT FOOD SHARE	01-000-000-21595	22.00
NAZE	G&J NAZE	NAZE 9/21MRKT FOOD SHARE REIMB	01-000-000-21595	6.00
R0000984	CHARLES BORDEAU	BORDEAU 10/5 MRKT FD SHARE	01-000-000-21595	22.00
R0000985	SULLYS THUMBS UP PRODUCE	SULLYS 10/5 MRKT FOOD SHARE	01-000-000-21595	9.00
R0000985		SULLY 9/28 MRKT FOOD SHRE	01-000-000-21595	20.00
R0000991	SPERBER FARMS	SPERBER 10/5 MRKT FOOD SHARE	01-000-000-21595	3.00
R0000991		SPERBER 9/21 FOOD SHARE REIMB	01-000-000-21595	22.00
R0001123	D.C CUSTOM MEATS	CSTM MEATS 9/21 MRKT FD REIMB	01-000-000-21595	37.00
R0001124	TOM HAIGHT	HAIGHT/SIGN DEPOSIT REFUND	01-000-000-23168	50.00
R0001125	NENG YIA LEE	LEE 9/28 MRKT FOOD SHRE RED	01-000-000-21595	33.00
STAATS	MARJORIE STAATS	STAATS 9/21MKT FOOD SHARE REIM	01-000-000-21595	49.00
THORP	PAT THORP	PATS PTCH 10/5 MRKT FD SHARE	01-000-000-21595	7.00
TOTAL LIABILITIES				313.00
LEAF VAC				
CITIZENS	CITIZENS BANK	LEAF VAC INTEREST	01-000-972-70001	868.97
CITIZENS		LEAF VAC PRINCIPLE	01-000-972-70000	2,682.00
TOTAL LEAF VAC				3,550.97
TANDEM AXLE				
CITIZENS	CITIZENS BANK	TANDEM AXEL -INTEREST	01-000-973-70001	5,320.52
CITIZENS		TANDEM AXEL-PRINCIPLE	01-000-973-70000	16,421.35
TOTAL TANDEM AXLE				21,741.87
ANNUAL RESURFACING				
CITIZENS	CITIZENS BANK	ANNUAL RESURFACING-PRINCIPLE	01-000-975-70000	1,900.00
CITIZENS		ANNUAL RESURFACING-INTEREST	01-000-975-70001	615.60
TOTAL ANNUAL RESURFACING				2,515.60
EGG HARBOR RD IMP/DES				
CITIZENS	CITIZENS BANK	EGG HRBR RD IMPROV/ PRINC	01-000-976-70000	7,500.00
CITIZENS		EGG HRBR RD IMPROV/ INTERST	01-000-976-70001	2,430.00
TOTAL EGG HARBOR RD IMP/DES				9,930.00
EGG HARBOR RD/N 8TH INT				
CITIZENS	CITIZENS BANK	EGG HRBR RD/N 8TH INTERS/PRINC	01-000-977-70000	16,200.00
CITIZENS		EGG HRBR RD/N 8TH INT/ INT	01-000-977-70001	5,248.80
TOTAL EGG HARBOR RD/N 8TH INT				21,448.80
BALLFIELD LIGHTING				
WPPI ENG	WPPI ENERGY	OCT LOAN ADMIN FEE	01-000-981-70000	1,638.47
WPPI ENG		OCT LOAN PYMT/ ATHLTIC FLD LTS	01-000-981-70000	1,365.39
TOTAL BALLFIELD LIGHTING				3,003.86
TOTAL GENERAL FUND				62,504.10

INVOICES DUE ON/BEFORE 10/15/2013

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
04696	DOOR COUNTY TREASURER	9/13 MAYOR INTNT USAGE	01-100-000-56700	2.70
		TOTAL		2.70
		TOTAL MAYOR		2.70
LAW/LEGAL				
16555	PINKERT LAW FIRM, LLP	AUG 2013 GF LEAGAL-GENRL MTRS	01-110-000-55010	1,638.00
BUELOW	BUELOW, VETTER, BUIKEMA,	SEPT 2013 SPEC COUNCIL	01-110-000-57900	320.00
		TOTAL		1,958.00
		TOTAL LAW/LEGAL		1,958.00
CITY CLERK-TREASURER				
03330	VALERIE CLARIZIO	CLARIZIO/TRVL/LDGE/ MTAW CONF	01-115-000-55600	220.78
04696	DOOR COUNTY TREASURER	9/13 CLERKS INTNT USAGE	01-115-000-56700	10.90
08167	GANNETT WISCONSIN NEWSPAPERS	ST YARD ORDINANCE PUBLICATION	01-115-000-56000	20.95
10800	JP COOKE CO	2014 CAT LICENSES	01-115-000-54999	57.39
17700	QUILL CORPORATION	OFFICE SUPPLIES	01-115-000-51950	125.94
FIRST	FIRST NATIONAL BANK OF OMAHA	DINNER	01-115-000-55600	12.73
FIRST		HILTON/WMCA CONF/REINHARDT	01-115-000-55600	148.48
		TOTAL		597.17
		TOTAL CITY CLERK-TREASURER		597.17
ADMINISTRATION				
04696	DOOR COUNTY TREASURER	9/13 ADMIN INTNT USAGE	01-120-000-56700	2.70
19841	ROTARY CLUB OF STURGEON BAY	MCNEIL DUES 4TH QTR 2013	01-120-000-56000	187.00
		TOTAL		189.70
		TOTAL ADMINISTRATION		189.70
COMPUTER				
02208	BAYCOM INC.	SQUAD COMP INTRFRE W/ RADIO SY	01-125-000-55550	603.25
04696	DOOR COUNTY TREASURER	SEPT 13 TECH SUPPORT	01-125-000-55500	2,500.00
		TOTAL		3,103.25
		TOTAL COMPUTER		3,103.25
CITY ASSESSOR				
04696	DOOR COUNTY TREASURER	9/13 ASSESSOR INTNT USAGE	01-130-000-56700	5.40
ASSO APP	ASSOCIATED APPRAISAL	10/15 CONTRACT	01-130-000-55010	1,245.83

INVOICES DUE ON/BEFORE 10/15/2013

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
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GENERAL FUND				
			TOTAL	1,251.23
			TOTAL CITY ASSESSOR	1,251.23
BUILDING/ZONING CODE ENFORCMT				
04596	DOOR COUNTY TREASURER	9/13 INSPECT INTNT USAGE	01-140-000-56700	2.70
09223	INDEPENDENT INSPECTIONS, LTD	SEPT PERMITS	01-140-000-55010	6,210.74
			TOTAL	6,213.44
			TOTAL BUILDING/ZONING CODE ENFORCMT	6,213.44
MUNICIPAL SERVICES ADMIN.				
03767	STAPLES ADVANTAGE	YELLOW TONER	01-145-000-51950	49.49
04696	DOOR COUNTY TREASURER	9/13 ENGINEER INTNT USAGE	01-145-000-56700	5.40
			TOTAL	54.89
			TOTAL MUNICIPAL SERVICES ADMIN.	54.89
PUBLIC WORKS ADMINISTRATION				
04696	DOOR COUNTY TREASURER	9/13 MUN SVC INTNT USAGE	01-150-000-56700	6.75
STAPLES	WISCONSIN DOCUMENT IMAGING LLC	12 REAMS PAPER \$6.79 EA	01-150-000-52800	81.48
STAPLES		3 CASES COLOR PAPER \$37.99/CS	01-150-000-52800	113.97
			TOTAL	202.20
			TOTAL PUBLIC WORKS ADMINISTRATION	202.20
CITY HALL				
04575	DOOR COUNTY HARDWARE	MURIAT ACID/SMARTLOCK	01-160-000-51850	25.98
08280	HILL BUILDING MAINTENANCE INC	SEPT CITY HALL CLEANING	01-160-000-55300	590.00
19880	STURGEON BAY UTILITIES	421 MICHIGAN	01-160-000-56150	3,821.82
19880		421 MICHIGAN	01-160-000-58650	309.83
CINTAS	CINTAS FIRE PROTECTION	CTY HALL FIRE EXTING INSPECT	01-160-000-58999	42.12
KONE	KONE INC.	SERVICE WORK P.D. ELEVATOR	01-160-000-58999	3,358.72
VIKING	VIKING ELECTRIC SUPPLY, INC	2 FLOOD LIGHTS	01-160-000-51850	24.64
WARNER	WARNER-WEXEL WHOLESALE &	2 CASES PAPER TOWEL	01-160-000-51850	118.86
			TOTAL	8,291.97
			TOTAL CITY HALL	8,291.97
INSURANCE				
BH	BURKART HEISDORF INSURANCE	AMENDED AUTO POLICY	01-165-000-55200	15.00

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VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
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GENERAL FUND				
BH		10/13 GEN LIAB	01-165-000-56400	2,928.00
BH		10/13 POLICE LIAB	01-165-000-57150	1,105.00
BH		10/13 PUBLIC OFFICIAL	01-165-000-57400	1,111.00
BH		10/13 AUTO LIAB	01-165-000-55200	1,745.00
BH		10/13 AUTO PHY DAMAGE	01-165-000-55200	1,164.00
BH		10/13 WORK COMP	01-165-000-58750	14,403.00
		TOTAL		22,471.00
		TOTAL INSURANCE		22,471.00
GENERAL EXPENDITURES				
04696	DOOR COUNTY TREASURER	SEPT 13 PHONE CITY HALL	01-199-000-58200	114.02
04696		SEPT 13 PHONES SBFD	01-199-000-58200	30.74
04696		SEPT 13 PHONES MUN SVC	01-199-000-58200	34.59
04696		SEPT 13 PHONES SBPD	01-199-000-58200	88.27
04696		3RD QTR PHONES	01-199-000-58200	493.95
04696		3RD QTR VOICEMAIL	01-199-000-58200	170.10
08167	GANNETT WISCONSIN NEWSPAPERS	P.H NOTICE/HAIGHT	01-199-000-57450	29.72
16555	PINKERT LAW FIRM, LLP	AUG 2013 LEGALS--TTX	01-199-000-51525	91.00
16555		AUG 2012 T1 LEGAL-TTX, JEANQRT	01-199-000-51525	78.00
		TOTAL		1,130.39
		TOTAL GENERAL EXPENDITURES		1,130.39
POLICE DEPARTMENT				
04696	DOOR COUNTY TREASURER	9/13 POLICE INTNT USAGE	01-200-000-56700	37.80
17700	QUILL CORPORATION	MISC OFFICE SUPPLIES	01-200-000-51950	95.78
17700		MISC OFFICE SUPPLIES	01-200-000-51950	5.44
FIRST	FIRST NATIONAL BANK OF OMAHA	AMAZON ORDR-OFFICE CHAIR	01-200-000-51950	79.98
FIRST		BOND/SEAL OFC MGR	01-200-000-51950	52.00
STAPLES	WISCONSIN DOCUMENT IMAGING LLC	5936 BLACK COPIES	01-200-000-55650	47.49
STAPLES		1201 COLOR COPIES	01-200-000-55650	36.03
US BANK	US BANK EQUIPMENT FINANCE	RICOH COPIER #8 OF 36	01-200-000-55650	181.00
		TOTAL		535.52
		TOTAL POLICE DEPARTMENT		535.52
POLICE DEPARTMENT/PATROL				
01550	BP AMOCO	OUT OF TOWN FUEL	01-215-000-51650	65.52
01766	AURORA MEDICAL GROUP	CSO CARTENTER SCREENING	01-215-000-57100	21.00
01766		CSO FUERST-DRUG/ALCOHOL/PHYSCL	01-215-000-57100	67.00
01766		CSO GULBRAND DRG/ALC/PHYS	01-215-000-57100	140.00
01766		CSO GUSTAFSON SCREENINGS	01-215-000-57100	67.00
01766		PA JEANQUART DRG/ALC/PHYSCL	01-215-000-57100	188.00
02005	BAY ELECTRONICS, INC.	RADIO REPAIR	01-215-000-57550	76.00
19580	STREICHERS PROF POLICE EQUIP	AMMUNITION	01-215-000-51050	522.35
19880	STURGEON BAY UTILITIES	110 S NEENAH AVE CAMERA	01-215-000-56150	9.39

INVOICES DUE ON/BEFORE 10/15/2013

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
-----				
GENERAL FUND				
21450	THE UNIFORM SHOPPE	ZAGER/BAL DUE	01-215-000-52900	5.00
21450		MOGEN/ SHIRTS	01-215-000-52900	61.45
21450		DORNER/SHIRTS/BATON	01-215-000-52900	231.85
21450		DORNER/UNIFORM GEAR	01-215-000-52900	199.70
21450		DORNER/NAME PLATE/SHIPP	01-215-000-52900	27.90
23828	WITT PENINSULA FORD LINCOLN	MAINTENANCE #60	01-215-000-58600	505.04
23828		TIRE REPAIR # 20	01-215-000-58600	37.10
23828		OIL CHANGE ESCAPE	01-215-000-58600	24.95
23828		MAINTENANCE- IMPALA	01-215-000-58600	34.17
CDE	PAULA REICHEL	POLO SHIRT/ OFC MGR	01-215-000-52950	34.89
HENRY	CLINT HENRY	HENRY/MEALS AND GAS	01-215-000-55600	90.06
HOUGAARD	CHAD HOUGAARD	HOUGAARD/ MEALS/ REGISTER FEE	01-215-000-55600	43.96
TOTAL				2,452.33
TOTAL POLICE DEPARTMENT/PATROL				2,452.33
POLICE DEPT. / INVESTIGATIONS				
11870	KUSTOM SIGNALS INC	RADAR MOUNTING KIT	01-225-000-57950	189.45
11870		SHIPPING	01-225-000-57950	34.00
11870		RADAR REMOTE	01-225-000-57950	148.00
HENRY	CLINT HENRY	PANTS	01-225-000-52900	63.29
SPUDE	SARAH SPUDE-OLSON	NOTARY PUBLIC APP FEE	01-225-000-57950	20.00
TOTAL				454.74
TOTAL POLICE DEPT. / INVESTIGATIONS				454.74
FIRE DEPARTMENT				
02330	JIM OLSON MOTORS	SEAL AXLE	01-250-000-53000	17.85
03159	CHARTER COMMUNICATIONS	WESTSIDE CABLE	01-250-000-54999	6.99
04545	DOOR COUNTY COOPERATIVE	AIR HOSE & STAKES	01-250-000-54999	7.13
04575	DOOR COUNTY HARDWARE	CR RTN REGULATOR HOSE	01-250-000-54999	-23.99
04575		CLEANERS	01-250-000-54999	36.82
04575		PRIMER	01-250-000-54999	13.99
04575		TEE/ELBOW/ADAPTERS	01-250-000-51350	9.65
04575		COUPLERS	01-250-000-51350	6.49
04575		CLAMP/COUPL HOSE BAR	01-250-000-54999	22.56
04575		BOLT/GREASE	01-250-000-54999	15.07
04575		POLISH/CLTHS/TRASH BAGS	01-250-000-54999	32.97
04575		BRUSH	01-250-000-54999	4.99
04575		RSTP OILENM	01-250-000-54999	4.99
04575		COUPLER/ ADAPT HOSE	01-250-000-51350	29.96
04575		COUPLERS	01-250-000-51350	38.94
04575		STEM RFR KIT	01-250-000-54999	5.99
04575		STRAPS	01-250-000-52700	15.94
04575		BOLTS/NUTS	01-250-000-54999	6.93
04696	DOOR COUNTY TREASURER	9/13 FIRE DPT INTNT USAGE	01-250-000-56700	16.20
06400	FIVE ALARM FIRE SAFETY	SCBA REPAIR	01-250-000-56250	19.45
08225	HERLACHE SMALL ENGINE	BRAKE STOPPER	01-250-000-54999	3.37
13842	MOTOROLA	PAGER REPAIR	01-250-000-57550	78.00
14000	NAPA AUTO PARTS	HEAT SHRINK TUBING	01-250-000-53000	4.99

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VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
14000		BATTERY CABLES	01-250-000-53000	7.99
14000		WIPER BLADES/ UNIT 11	01-250-000-53000	26.58
14560	NFPA	DUES	01-250-000-56000	165.00
17700	QUILL CORPORATION	PRINTER CARTRIDGE	01-250-000-51950	137.69
19303	MIKE SMITH	UNIFORM POLO SHIRT	01-250-000-52900	31.98
19880	STURGEON BAY UTILITIES	421 MICHIGAN	01-250-000-56675	74.67
19880		421 MICH ST TRCK FILL	01-250-000-56675	134.93
19880		MEM ELD SPRINK	01-250-000-56675	42.00
19880		MEM WARMING HOUSE	01-250-000-56675	41.13
19880		N 7PL GARLAND PARK	01-250-000-56675	5.20
19880		GIRLS LITTLE LEAGUE	01-250-000-56675	41.13
19880		FIRE PROTECTION	01-250-000-56675	8,720.75
19880		QUINCY BAY SHIP PIT	01-250-000-56675	41.13
19880		N MADISON AVE SPRINKLG	01-250-000-56675	12.47
19880		PENN ST DOCK	01-250-000-56675	13.00
19880		1018 GREEN BAY RD SIREN	01-250-000-56150	15.45
19880		EAST SIDE DOCK	01-250-000-56675	4.60
19880		107 N 1ST AVE MARINA/ RESTRM	01-250-000-56675	37.67
19880		N 1ST AVE CTY PARK RAMP	01-250-000-56675	4.66
19880		48 KENTUCKY ST DOCK	01-250-000-56675	11.67
19880		48 KENTUCKY ST CTY MARINA	01-250-000-56675	37.67
19880		62 VACANT LOTS/QTRLY BILL	01-250-000-56675	763.84
19959	SUPERIOR CHEMICAL CORP	DISINFECTANT SPRAY	01-250-000-54999	115.47
23896	MIKE WRITT	UNIFORM SHIRT	01-250-000-52900	18.00
BRIDEN	CARL BRIDENHAGEN	DUTY SHIRT(CANCER)	01-250-000-52900	18.00
CINTAS	CINTAS FIRE PROTECTION	ANNL FIRE EXTING MAINT	01-250-000-56250	210.72
WARNER	WARNER-WEXEL WHOLESALE &	ROLL TOWEL DISPENSERS	01-250-000-51350	240.42
		TOTAL		11,349.10
		TOTAL FIRE DEPARTMENT		11,349.10
STORM SEWERS				
10750	PREMIER CONCRETE INC	CONC/RAMPS & PLANT-EGG HRBR RD	01-300-000-51150	200.75
		TOTAL		200.75
		TOTAL STORM SEWERS		200.75
SOLID WASTE MGMT/SPRING/FALL				
04575	DOOR COUNTY HARDWARE	KEY	01-311-000-53000	1.49
04575		DUCT TAPE	01-311-000-53000	16.98
DC WASTE	DOOR COUNTY WASTE & RECYCLING	LARGE ITEM 3.47 TONS	01-311-000-58400	202.08
DC WASTE		1BAG ITEM	01-311-000-58400	40.00
		TOTAL		260.55
		TOTAL SOLID WASTE MGMT/SPRING/FALL		260.55
STREET SWEEPING				

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VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
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GENERAL FUND				
02844	BRUCE MUNICIPAL EQUIPMENT INC	MUFFLER RUBBER MOUNT-SWEEP 16	01-330-000-51400	49.75
03075	CARQUEST OF DOOR COUNTY	WIPER BLADE/SWEEP 16	01-330-000-51400	12.58
19880	STURGEON BAY UTILITIES	SWEEP WTR USE/ JULY,AUG,SEPT	01-330-000-53050	58.81
25700	ZARNOTH BRUSH WORKS INC	MAIN BROOM	01-330-000-51400	458.00
25700		FRONT DIRT SHOES	01-330-000-51400	57.75
25700		REAR DIRT SHOES	01-330-000-51400	80.25
		TOTAL		717.14
		TOTAL STREET SWEEPING		717.14
ROADWAYS/STREETS				
08225	HERLACHE SMALL ENGINE	ADAPTER-POLE PRUNER	01-400-000-51400	2.89
		TOTAL		2.89
		TOTAL ROADWAYS/STREETS		2.89
CURB/GUTTER/SIDEWALK				
10750	PREMIER CONCRETE INC	24" SS TROWEL	01-440-000-54999	51.30
		TOTAL		51.30
		TOTAL CURB/GUTTER/SIDEWALK		51.30
STREET MACHINERY				
02835	BROOKS TRACTOR	FUEL FILTERS	01-450-000-53000	78.55
03075	CARQUEST OF DOOR COUNTY	OIL & TRANS FILTERS	01-450-000-52150	59.00
03075		MISC PARTS	01-450-000-52150	14.46
03075		FILTERS/CLEANERS/MISC	01-450-000-52150	205.39
03075		OIL-AIR FILTRS/ FUSES	01-450-000-52150	26.15
03075		HEX WRENCH	01-450-000-52150	12.34
03075		GAL NON-SYN COMP OIL	01-450-000-52150	33.24
03075		BRAKE KIT/TRCTR-TRCK #3	01-450-000-52150	586.26
03075		CORE RTRN BRAKE KIT	01-450-000-52150	-72.00
03075		COUPLINGS/ TRCK 3	01-450-000-52150	7.60
03075		OIL FILTER/ UNIT 10	01-450-000-52150	11.05
03075		MICRO V-BELT/ TRCK 30	01-450-000-52150	44.72
03075		CLNER/HSE CLMPS/FLTRS	01-450-000-52150	142.02
03075		AIR FILTER/TRCK 33	01-450-000-52150	28.22
03075		COUPLING /TRCK 3	01-450-000-52150	20.76
03075		COUPLING/ELBW/UNIT 3	01-450-000-52150	20.99
03075		SWITCH/TRCK 3	01-450-000-52150	11.92
03075		MOLY ULTRA RED	01-450-000-53000	37.60
03075		MOLY ULTRA RED	01-450-000-53000	75.20
03075		RETURN PIGTAILS	01-450-000-52150	-8.98
03075		COUPLER KIT	01-450-000-52150	10.55
04575	DOOR COUNTY HARDWARE	MENDER HOSES	01-450-000-53000	7.47
04575		MENDER HOSE	01-450-000-53000	4.98
04575		ANTI-SIEZE LUBE	01-450-000-53000	9.49

INVOICES DUE ON/BEFORE 10/15/2013

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
-----				
GENERAL FUND				
13460	MILLER BRADFORD & RISBERG, INC	SERPENTINE & V BELTS/SHIPPING	01-450-000-53000	70.41
14000	NAPA AUTO PARTS	AD-9 AIR DRYER/ #3	01-450-000-53000	146.75
20725	T R COCHART TIRE CENTER	FLAT REPAIR #1 LOADER	01-450-000-53000	53.00
20725		TIRE CHANGES	01-450-000-53000	100.00
20725		DISMOUNT MOUNTS #3	01-450-000-53000	100.00
20725		TIRE SEALANT/RPRS #1	01-450-000-53000	83.00
FLEETPRI	FLEETPRIDE	2 CLEVIS	01-450-000-53000	9.36
FLEETPRI		4 QTS DIESEL TREATMENT	01-450-000-53000	55.32
FLEETPRI		1 COMBO SPRING BRAKE CHAMBER	01-450-000-53000	57.63
FLEETPRI		2 SLACK ADJUSTERS	01-450-000-53000	41.50
		TOTAL		2,083.95
		TOTAL STREET MACHINERY		2,083.95
CITY GARAGE				
03075	CARQUEST OF DOOR COUNTY	AQUACHEK FILTER	01-460-000-55300	111.88
04575	DOOR COUNTY HARDWARE	OUTLET GRN	01-460-000-52700	4.99
04575		GALV NIPPLE	01-460-000-55300	4.49
04603	HALRON LUBRICANTS INC	USED FILTER DISPOSAL CHARGE	01-460-000-58999	35.00
13150	MASTERCRAFT WELDING SYSTEM	LF 1/2 " BAR STOCK	01-460-000-54999	5.00
13150		LF 3/4" BAR STOCK	01-460-000-54999	10.50
		TOTAL		171.86
		TOTAL CITY GARAGE		171.86
HIGHWAYS - GENERAL				
19880	STURGEON BAY UTILITIES	OLD HWY RD SIGN	01-499-000-58000	11.02
19880		808 S DULUTH AVE	01-499-000-58000	15.15
19880		1536 EGG HRBR TRAF LITE	01-499-000-58000	25.64
19880		N 14TH & EGG HBR TRAF LITE	01-499-000-58000	32.42
19880		W S TRAF LITE	01-499-000-58000	140.25
19880		ORNAMENTAL ST LIGHT	01-499-000-58000	5,786.03
19880		OVERHEAD ST LIGHTS	01-499-000-58000	8,595.54
19880		WALNUT DR & LANSING SIGN	01-499-000-58000	9.27
19880		EAST SIDE DOCK	01-499-000-58000	66.12
19880		SHIPYD DEV LITES	01-499-000-58000	69.71
		TOTAL		14,751.15
		TOTAL HIGHWAYS - GENERAL		14,751.15
PARK & RECREATION ADMIN				
03767	STAPLES ADVANTAGE	BLACK INK	01-500-000-51250	55.98
04696	DOOR COUNTY TREASURER	9/13 PARKS INTNT USAGE	01-500-000-56700	4.05
ARBOR	ARBOR DAY FOUNDATION	ANNUAL MEMBERSHIP	01-500-000-56000	15.00
CASE COM	CASE COMMUNICATIONS	FARM MRKT ADVTISING	01-500-000-57450	220.50
FIRST	FIRST NATIONAL BANK OF OMAHA	JOURNEY 2/ MOVIES IN THE PARK	01-500-000-52250	421.00
		TOTAL		716.53

INVOICES DUE ON/BEFORE 10/15/2013

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
-----				
GENERAL FUND				
				TOTAL PARK & RECREATION ADMIN
				716.53
PARKS AND PLAYGROUNDS				
02005	BAY ELECTRONICS, INC.	2 RADIOS/SPEAKRS/ANTENNAS	01-510-000-52300	400.00
02005		2 RADIOS/SPEAKRS/ANTENNAS	01-510-000-52350	468.28
03025	CAPTAIN COMMODES INC	PORT A POTTI RENTAL -2-	01-510-000-58999	150.00
03134	CELLCOM-STURGEON BAY STORE	CELLPHONE REPLACEMENT	01-510-000-54999	49.95
04545	DOOR COUNTY COOPERATIVE	6 BGS WEED/FEED-GRAHM PK	01-510-000-51750	86.35
04545		8 BGS WEED & FEED/GRAHM PK	01-510-000-51750	115.13
04545		BGS WEED-FEED/MEM DR	01-510-000-54999	233.96
04575	DOOR COUNTY HARDWARE	PESTICIDE SPRYER	01-510-000-51850	8.99
04575		PAINT TRAY/PRIMER	01-510-000-52100	25.27
04575		PAINT RLLER/TAPE/PAINT	01-510-000-52100	33.27
04575		KEY	01-510-000-54999	1.49
19880	STURGEON BAY UTILITIES	S 3RD & OREG/ MARTIN PARK	01-510-000-56150	8.24
19880		MEM FLD SPRINK	01-510-000-58650	27.00
19880		MEM WARMING HOUSE	01-510-000-56150	216.83
19880		MEM WARMING HOUSE	01-510-000-58650	401.74
19880		N 7PL GARLAND PARK	01-510-000-56150	8.36
19880		N 7PL GARLAND PARK	01-510-000-58650	18.52
19880		FLAG LIGHT 5TH & MICH	01-510-000-56150	38.06
19880		MEM FLD PARK LOT	01-510-000-56150	13.65
19880		GIRLS LITTLE LEAGUE	01-510-000-56150	242.54
19880		GIRLS LITTLE LEAGUE	01-510-000-58650	51.96
WARNER	WARNER-WEXEL WHOLESALE &	CSE TOILET PAPER	01-510-000-51850	32.59
				TOTAL
				2,632.18
				TOTAL PARKS AND PLAYGROUNDS
				2,632.18
BALLFIELDS				
04545	DOOR COUNTY COOPERATIVE	BALLFLD LINE STRING	01-520-000-51750	7.19
20250	TILLMAN LANDSCAPE & NURSERY IN	CREDIT RETURN 4 SOD PALLET	01-520-000-51750	-60.00
R0000807	MARK THIEDE	BAL DUE MEM FLD PAINTING	01-520-000-58999	2,700.00
				TOTAL
				2,647.19
				TOTAL BALLFIELDS
				2,647.19
MUNICIPAL DOCKS				
04575	DOOR COUNTY HARDWARE	SINE HRBR BATH/PVC/ COMP TEE	01-550-000-51850	40.44
04966	EAGLE MECHANICAL INC	LAV FAUCETS/STNE HRBR WMN BATH	01-550-000-51850	315.00
				TOTAL
				355.44
				TOTAL MUNICIPAL DOCKS
				355.44
WATER WEED MANAGEMENT				

INVOICES DUE ON/BEFORE 10/15/2013

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
-----				
GENERAL FUND				
03075	CARQUEST OF DOOR COUNTY	UV CBLE TIES/BILLING ERR CORR	01-560-000-51400	-2.64
03075		BARRICADE HOSES	01-560-000-51400	4.86
03075		INVOICE PAID TWICE	01-560-000-51400	-6.75
04575	DOOR COUNTY HARDWARE	TAPE FOR HARVESTERS	01-560-000-54999	23.98
06012	FASTENAL COMPANY	FITTINGS	01-560-000-51400	60.56
		TOTAL		80.01
		TOTAL WATER WEED MANAGEMENT		80.01
WATERFRONT PARKS & WALKWAYS				
04575	DOOR COUNTY HARDWARE	FASTNRS/STNE HRBR MARINA	01-570-000-52650	1.72
08225	HERLACHE SMALL ENGINE	PRIMER	01-570-000-52650	14.75
19880	STURGEON BAY UTILITIES	W LARCH ST WALKWAY LTS	01-570-000-56150	98.44
19880		W LARCH ST PARK LOT	01-570-000-56150	27.58
19880		PENN ST DOCK	01-570-000-58650	11.73
19880		48 KENTUCKY ST WTR FRNT	01-570-000-56150	273.85
19880		107 N 1ST AVE MARINA/ RESTRM	01-570-000-56150	508.92
19880		107 N 1ST AVE MARINA/ RESTRM	01-570-000-58650	83.21
19880		N 1ST AVE CTY PARK RAMP	01-570-000-56150	411.65
19880		48 KENTUCKY ST DOCK	01-570-000-58650	11.10
19880		48 KENTUCKY ST CTY MARINA	01-570-000-58650	35.60
38290	HI TEC FABRICATION	ALUMN DRIP PAN/ PRKING STRCT	01-570-000-52650	108.00
WARNER	WARNER-WEXEL WHOLESALE &	CASE OF BLEACH	01-570-000-51750	12.29
		TOTAL		1,598.84
		TOTAL WATERFRONT PARKS & WALKWAYS		1,598.84
EMPLOYEE BENEFITS				
23674	WISCONSIN DEPT OF WORFORCE	UNEMPLOY FOR SEPT 2013	01-600-000-50370	69.12
		TOTAL		69.12
		TOTAL EMPLOYEE BENEFITS		69.12
COMMUNITY & ECONOMIC DEVLPMT				
04696	DOOR COUNTY TREASURER	9/13 COMM DEV INTNT USAGE	01-900-000-56700	5.40
17700	QUILL CORPORATION	BOX ENVELOPES	01-900-000-51950	9.99
17700		DOZ RULED PADS	01-900-000-51950	9.99
17700		28# KRAFT ENVELOPES	01-900-000-51950	53.99
		TOTAL		79.37
		TOTAL COMMUNITY & ECONOMIC DEVLPMT		79.37
		TOTAL GENERAL FUND		149,180.00

DATE: 10/08/2013  
TIME: 16:07:58  
ID: AP443000.CST

CITY OF STURGEON BAY  
DEPARTMENT SUMMARY REPORT

PAGE: 11

INVOICES DUE ON/BEFORE 10/15/2013

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
CAPITAL FUND				
ROADWAYS/STREETS				
EXPENSE				
SALZ	SALZSIEDER LANDSCAPE & NURSERY	20 TREES & 40 PAK FERT/4TH AVE	10-400-000-59095	2,960.00
TOTAL EXPENSE				2,960.00
TOTAL ROADWAYS/STREETS				2,960.00
WATERFRONT PARKS & WALKWAYS				
06012	FASTENAL COMPANY	CHAIN & SUPP/SWYR DKS	10-570-000-59075	345.86
13365	MEISSNER LANDSCAPE INC	WELDING-STNE HRBR DCKS, BLCHRS	10-570-000-59075	200.00
ENTERPRI	ENTERPRISE LIGHTING	6 LENSE SETS FOR LIGHT RPRS	10-570-000-59075	450.00
TOTAL				995.86
TOTAL WATERFRONT PARKS & WALKWAYS				995.86
TOTAL CAPITAL FUND				3,955.86
CABLE TV				
CABLE TV / GENERAL				
CABLE TV / GENERAL				
02975	CAMERA CORNER	PEG TOTAL INFO SUBSCRIP RENWL	21-000-000-58999	1,492.50
03159	CHARTER COMMUNICATIONS	CB MUSIC SERVICE	21-000-000-56700	33.27
04696	DOOR COUNTY TREASURER	PEG SEPT 13 INTNT USGE	21-000-000-56700	100.00
MANN	MANN COMMUNICATIONS, LLC	DVD DUBS TO LIBRARY-AUGUST	21-000-000-58999	45.00
MANN		ROGER LEVENDUSKY COUN PREV	21-000-000-58999	105.00
MANN		DVD DUB TO LIBRARY- SEPT	21-000-000-58999	45.00
MANN		ROGER LEVEN. COUNCIL PREV SEPT	21-000-000-58999	105.00
TOTAL CABLE TV / GENERAL				1,925.77
BROADCAST PROD. - SCHOOL CH 07				
02975	CAMERA CORNER	PEG TOTAL INFO SUBSCRIP RENWL	21-000-007-58999	497.50
TOTAL BROADCAST PROD. - SCHOOL CH 07				497.50
TOTAL CABLE TV / GENERAL				2,423.27
TOTAL CABLE TV				2,423.27
TID #2 DISTRICT				
TID DISTRICT #2				
R0000458	TRIAD CREATIVE GROUP	DEPT ON 6 EXT SGNS/ SWYR PRK	25-320-000-59105	3,548.50
TOTAL				3,548.50
T2 SERIES 2006A				
01761	ASSOCIATED TRUST COMPANY	PAYING AGENT FEE SERIES 2006A	25-320-933-70002	363.00
TOTAL T2 SERIES 2006A				363.00
TOTAL TID DISTRICT #2				3,911.50
TOTAL TID #2 DISTRICT				3,911.50

INVOICES DUE ON/BEFORE 10/15/2013

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
-----				
TID #3 DISTRICT				
TID #3 DISTRICT				
16555	PINKERT LAW FIRM, LLP	AUG 2013 T3 LEGAL	27-330-000-55001	208.00
FENCE	FENCE LINK, INC.	INSTLL 155' CEDR FENCE/ WIRETC	27-330-000-59095	3,600.00
TOTAL				3,808.00
TOTAL TID #3 DISTRICT				3,808.00
TOTAL TID #3 DISTRICT				3,808.00
TID #4 DISTRICT				
TID #4 DISTRICT				
16555	PINKERT LAW FIRM, LLP	AUG 2013 T 4 LEGAL	28-340-000-55001	247.00
DEPT NR	DEPARTMENT OF NATURAL RESOURCE	REVIEW ENVIROMENTAL REPRTS	28-340-000-59130	3,000.00
VANDEW	VANDEWALLE & ASSOCIATES, INC	SERVICE THRU 9-20-13	28-340-000-58999	23,142.33
TOTAL				26,389.33
TOTAL TID #4 DISTRICT				26,389.33
TOTAL TID #4 DISTRICT				26,389.33
SOLID WASTE ENTERPRISE				
SOLID WASTE ENTERPRISE FUND				
SOLID WASTE ENTERPRISE FUND				
03075	CARQUEST OF DOOR COUNTY	HALOGEN SEALED BEAM/ UNT 39	60-000-000-53000	5.59
03075		AIR FILTER	60-000-000-53000	105.40
03075		RETRN VRIB BLT/UNT 39	60-000-000-53000	-28.97
13217	WILLIE MCALLISTER	SAFTEY BOOT REIMB/MCALLISTER	60-000-000-56800	100.00
18500	R N O W INC	SHOCK SPRINGS	60-000-000-53000	115.73
18945	S & R TRUCK CENTER	FRONT END ALIGNMENT #41	60-000-000-53000	147.83
18945		FRONT END ALIGNMENT #39	60-000-000-53000	78.99
20725	T R COCHART TIRE CENTER	4 CSING CREDIT	60-000-000-53000	-300.00
20725		FLAT/ERECAPS / #41	60-000-000-53000	948.00
DC WASTE	DOOR COUNTY WASTE & RECYCLING	217.35 TON GARBAGE- 58.07/TON	60-000-000-58300	12,621.72
DC WASTE		80.81 TON RECYCLE- 13.18/TON	60-000-000-58350	1,065.08
TOTAL SOLID WASTE ENTERPRISE FUND				14,859.37
TOTAL SOLID WASTE ENTERPRISE FUND				14,859.37
TOTAL SOLID WASTE ENTERPRISE				14,859.37
TOTAL ALL FUNDS				204,527.33

**MANUAL CHECKS**

WPPI 09/30/2013 Check #73451 OCTOBER HEALTH AND DENTAL INSURANCE VARIOUS DEPARTMENTAL ACCOUNTS	\$ 88,326.99
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BENEFIT ADVANTAGE, INC 10/8/13 Check 73531 SEPTEMBER COBRA MINIMUM FEE AND OCTOBER COBRA BILLING	\$153.00
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<b>TOTAL MANUAL CHECKS</b>	<b>\$88,479.99</b>
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COMMON COUNCIL  
October 1, 2013

A regular meeting of the Common Council was called to order at 7:00 p.m. by Mayor Birmingham. The Pledge of Allegiance was recited. Roll call: Wiegand, Vandertie, Ireland, Wiesner, Stutting, and Schlicht were present. Fett was excused.

Schlicht/Wiesner to remove item 8f from the agenda and to move item 8h from the consent agenda to the regular agenda. Carried.

A moment of silence for former Alderperson Ken Brey was held.

Police Chief Arleigh Porter introduced the new police officer, Neil Dorner, to the Council and public.

Stutting/Schlicht to approve following bills: General Fund - \$86,725.69, Capital Fund - \$28,442.50, Cable TV - \$110.52, TID #4 - \$35,917.97 and Solid Waste Enterprise Fund - \$3,205.12 for a grand total of \$154,401.80. Roll call: All voted aye. Carried.

Schlicht/Ireland to approve consent agenda:

- a. Approval of 9/17/13 regular Common Council minutes.
- b. Approval of the following minutes:
  - (1) Bicycle & Pedestrian Advisory Board – 9/5/12
  - (2) Finance/Purchasing & Building Committee – 9/10/13
  - (3) Parking & Traffic Committee – 9/16/13
  - (4) Board of Public Works – 9/17/13
  - (5) City Plan Commission – 9/18/13
- c. Place on file the following reports:
  - (1) Bank Reconciliation – August 2013
  - (2) Revenue & Expense Report – August 2013
  - (3) Police Department Report – August 2013
- d. Consideration of: Approval of Beverage Operator licenses.
- e. Parking & Traffic Committee recommendation re: Plan an additional handicapped parking stall at the corner of Nebraska Street & 4<sup>th</sup> Avenue.
- f. ~~Parking & Traffic Committee recommendation re: Installation of two speed boards and the appropriation of granted funds for that purpose.~~ Removed from agenda.
- g. City Plan Commission recommendation re: Rezone property owned by Thomas & Gwen Haight, located at 509 N. 8<sup>th</sup> Avenue, from General Commercial (C-1) to Mixed Commercial-Residential (C-5).
- h. ~~Disallowance of claim resolution re: Paul & Chelsa Anschutz.~~ Removed from consent agenda.

Carried.

There were no mayoral appointments.

Paul Anschutz, 221 N. 6<sup>th</sup> Avenue, spoke regarding the disallowance of claim resolution re: Paul & Chelsa Anschutz. Schlicht/Ireland to forward the resolution to the Finance/Purchasing & Building Committee for further review and recommendation. Carried with Wiegand and Vandertie voting o.

Wiegand/Wiesner to read in title only for first reading of ordinance regarding general commercial (C-1) to Mixed Commercial-Residential (C-5) for property located at 509 N. 8<sup>th</sup> Avenue. Carried.

A resolution regarding awarding the sale of approximately \$1,755,000 Taxable General Obligation Refunding Bonds was presented. Brad Viegut from Baird was present to answer any questions. Schlicht/Stutting to adopt. Carried.

City Plan Commission Chair Wiegand, Finance/Purchasing & Building Committee Chair Stutting and Park & Recreation Committee Wiegand presented reports for their respective committees/commissions.

No one spoke during public comment.

The Mayor made his comments.

Stutting/Schlicht to adjourn. Carried. The meeting adjourned at 7:26 p.m.

Respectfully submitted,



Stephanie L. Reinhardt  
City Clerk/Human Resources Director

**AMENDED  
BICYCLE AND PEDESTRIAN ADVISORY BOARD**

*Thursday, September 5, 2013*

*The Bicycle and Pedestrian Advisory Board meeting was called to order at 4:00 p.m. by Chairperson Bob Schlicht in the 2<sup>nd</sup> floor Conference Room, City Hall, 421 Michigan Street.*

**Roll call:** *Members Bob Schlicht, Nathan Hayes, Paul Anschutz, Leni Spaude, Rhonda Kolberg and Tony Depies were present. Also present were Police Captain Dan Brinkman and Municipal Services Assistant Jennifer Lenius.*

**Adoption of agenda:** *Moved by Ms. Kolberg, seconded by Ms. Spaude to adopt the following agenda:*

- 1. Roll call.*
  - 2. Adoption of agenda.*
  - 3. Approval of minutes from August 1, 2013*
  - 4. Update of: Safe Routes to School*
  - 5. Update of: Cooperation with Door County – State Parks Bike Trails*
  - 6. Update of: Cooperation with Door County – Ahnapee Trail*
  - 7. Consideration of: Reaction to Michigan Street Bike Lane Recommendations*
  - 8. Discussion of: Criteria and Goal Setting for Future Meetings*
  - 9. Adjourn*
- All in favor. Carried.*

**Approval of minutes from August 1, 2013:** *Moved by Mr. Schlicht, seconded by Ms. Kolberg to approve the minutes from August 1, 2013. All in favor. Carried.*

**Update of Safe Routes to School:** *Mr. Schlicht read a memo provided by Community Development Director Olejniczak on the status of the SRTS grant implementation.*

*Members Laurel Brooks and Randy Watermolen entered at 4:10.*

*Discussion took place regarding the location of a second speed board if there was enough grant funding to purchase two of them. Presentation was given by staff on the possible location of speed boards that would then be presented to the Parking and Traffic Committee. Possible locations included Maple Street near St. John Bosco School and on Neenah Avenue near Sawyer School. The group stated that it is important to continue working on ways to educate the public regarding bike and pedestrian safety and suggested a public service announcement be placed to let people know to be aware that as it is getting dark earlier to watch for pedestrians and bicyclists and the importance of wearing reflective clothing or even a LED or flashing light.*

**Update of: Cooperation with Door County State Parks Bike Trails:** *Mr. Anschutz stated that Gary Bies attended the last Door County Silent Sports Alliance meeting and that Mr. Bies will be working with the DNR on the process of writing a variance to the State Park Master Plan.*

**Update of: Cooperation with Door County – Ahnapee Trail:** *There were no updates to report on the Ahnapee Trail.*

**Consideration of: Reaction to Michigan Street Bike Lane Recommendations:** *Mr. Schlicht updated the board that the Parking and Traffic committee did not approve the Michigan Street Bike Lane recommendation to accept Plan B as proposed and there would be a public forum on September 10<sup>th</sup> to allow residents to discuss their opinions of the bike lanes on Michigan Street. Sarah Gaskell of the Wisconsin Bike Federation will also be attending the public forum to help answer questions on the importance of bike lanes and possibly offer additional suggestions on how to design the Michigan Street bike lanes. Mr. Schlicht also stated that public notices were sent to the local media to get the word out about the meeting and that letters were sent to residents and businesses on Michigan Street requesting their input.*

**Discussion of: Criteria and Goal Setting for Future Meetings:** *Tabled until the next meeting date.*

**Adjourn:** *Moved by Ms. Spaude, seconded by Ms. Kolberg, to adjourn. Carried. Meeting adjourned at 5:50 p.m.*

*Respectfully Submitted,*



Jennifer Lenius

Municipal Services Assistant

PERSONNEL COMMITTEE  
September 24, 2013

A meeting of the Personnel Committee was called to order by Chairperson Stutting at 6:00 pm in the second floor conference room. Roll call: Members Stutting, Fett, and Vandertie were present. Also present: Mayor Birmingham, Ald. Schlicht, Ald. Wiesner, Fire Chief Herlache, Assistant Fire Chief Dietman, Police Captain Brinkman, Part time Firefighter Rick Remillard, Part time Firefighter Ethan Jorns, City Administrator McNeil, and City Clerk/Human Resources Director Reinhardt,

Moved by Mr. Vandertie, seconded by Mr. Fett to adopt the following agenda:

1. Call to order.
2. Roll call.
3. Adoption of agenda.
4. Consideration of: Residency for Firefighters and Police Officers.
5. Consideration of: Hiring Practices.
6. Convene in closed session in accordance with the following exemption:

Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility. Wis. Stats. 19.85(1)(c)

Consideration of: Administrator Vacation.

Move to reconvene in open session to take formal action upon preceding subject of closed session, if appropriate; or to conduct discussion or give further consideration where the subject is not appropriate for closed session consideration. The Committee may adjourn in closed session.

7. Adjourn.

Carried.

Chief Herlache summarized the current wages and the results of a County wage survey. The part-time firefighters are requesting a 2% increase in wages which results in a total annual increase of \$1,320. Discussion took place regarding the part-time firefighters filling in during vacations, if the department is short staffed part-timers fill in the night shifts, the effect on overtime, other benefits that part-time firefighters receive, and whether this request should be considered at this time or after union negotiations. Moved by Ald. Fett, seconded by Ald. Vandertie to grant a 2% wage increase for part-time firefighters effective 1/1/14 and to place in the 2014 budget. Carried.

Chief Herlache summarized the request for adoption of a policy that requires full-time police officers and all firefighters to live within 15 miles of the jurisdictional limits of the City. Moved by Ald. Vandertie, seconded by Ald. Fett to adopt a policy that requires full-time police officers and all firefighters to live within 15 miles of the jurisdictional limits of the City and reserve the right to return to the current policy of residency within the City limits should the Courts reverse or amend the residency provision under Act 20. Carried.

City of Sturgeon Bay hiring practices were discussed. City Clerk/Human Resources Director Reinhardt reviewed the current hiring practices that the City follows. Discussion took place regarding calling references and former employers for potential new hires and what information is typically released with such a call. No action was taken.

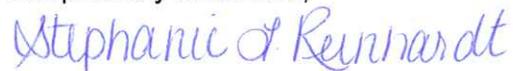
After the Chairperson announced the statutory basis, it was moved by Mr. Fett, seconded by Mr. Vandertie to convene in closed session. Roll call: All voted aye. Carried. The meeting moved to closed session at 6:37 p.m.

The meeting moved back into open session at 6:49 p.m.

Moved by Mr. Fett, seconded by Mr. Vandertie to recommend to the Common Council to amend the contract with City Administrator Steve McNeil by increasing his vacation by one week and to allow the City Administrator to sell one week back to the City if not used. Carried.

Moved by Mr. Fett, seconded by Mr. Vandertie to adjourn. Carried. The meeting adjourned in closed session at 6:50 p.m.

Respectfully submitted,



Stephanie L. Reinhardt  
City Clerk/Human Resources Director

**FINANCE/PURCHASING & BUILDING COMMITTEE**  
**September 24, 2013**

A meeting of the Finance/Purchasing & Building Committee was called to order at 7:00 p.m. by Chairperson Stutting in the Council Chambers, City Hall. Roll call: Members Stutting, Wiegand and Schlicht were present. Also present: City Administrator McNeil, Finance Director/City Treasurer Clarizio, Community Development Director Olejniczak, and Receptionist Metzger.

A motion was made by Alderperson Schlicht, seconded by Alderperson Wiegand to adopt the following agenda:

1. Roll call.
2. Adoption of agenda.
3. Consideration of: Grounding Easement for WPS Natural Gas Regulator Station
4. Convene in closed session in accordance with the following exemptions:  
 Deliberation or negotiating the purchasing of public properties, the investing of public funds, or conducting other specific public business, whenever competitive or bargaining reasons require a closed session. Wis. Stats. 19.85(1)(e)
  - a. Consideration of Sale of City property

Motion to reconvene in open session to take formal action upon preceding subject of closed session, if appropriate.

5. Review of unfinished business list.
6. Review bills.
7. Adjourn.

Carried.

Consideration of: Grounding Easement for WPS Natural Gas Regulator Station:

Mr. Olejniczak explained that Wisconsin Public Service would like to attach grounding cable to an abandoned well located on City property. The parcel located on South Neenah Street has a 20 foot setback of which 12 feet would be utilized for the easement to the abandoned well. He stated there would not be a negative impact if the City decides to sell the lot, nor would it interfere with any potential building.

Moved by Alderperson Wiegand, seconded by Alderperson Schlicht to recommend to Common Council to approve the grounding easement on South Neenah Street for Wisconsin Public Service natural gas regulator station, subject to the approval by the City Attorney. Carried

After the Chairman announced the statutory basis, it was moved by Alderperson Schlicht, seconded by Alderperson Wiegand to convene in closed session. Roll call: Alderperson Stutting, Alderperson Wiegand and Alderperson Schlicht voted Aye. Carried. The meeting moved into closed session at 7:03 pm. The meeting reconvened in open session at 7:11pm.

Moved by Alderperson Wiegand, seconded by Alderperson Schlicht to recommend to Common Council to approve the sale of a 2,220 square foot triangular City owned piece of property to John Donaubaer, located adjacent to his property at 1725 Memorial Drive, in the amount of \$4,196. Subject to the Memorial Drive restrictions. Additionally, all expenses related to the cost of conveyance are the responsibility of Mr. Donaubaer, and the removal of a dead tree located on the property is the responsibility of the City. Carried.

Review bills

Moved by Alderperson Wiegand, seconded by Alderperson Schlicht to approve the bills as presented and forward to the Common Council for payment. Carried.

Moved by Alderperson Schlicht, seconded by Alderperson Wiegand to adjourn. Carried. The meeting adjourned at 7:14pm.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Tricia Metz". The signature is written in black ink and is positioned above the printed name.

Tricia Metz

**WATERFRONT DESIGN REVIEW BOARD**  
Monday, September 25, 2013

The Waterfront Design Review Board meeting was called to order at 12:05 p.m. by Chairperson William Galligan in Council Chambers, City Hall, 421 Michigan Street.

**Roll call:** Members William Galligan, Eric Paulsen, Dennis Statz and James Goodwin were present. Excused: Member Shelly Kerwin. Also present were Matt Malvetz, manager of American Petroleum LLC, Kevin Rohr, owner of Kevin's Automotive, Community Development Director Marty Olejniczak, and Community Development Secretary Cheryl Nault.

**Adoption of agenda:** Moved by Mr. Statz, seconded by Mr. Goodwin to adopt the following agenda:

1. Roll call.
2. Adoption of agenda.
3. Approval of minutes from September 9, 2013.
4. Consideration of: Color of Electronic Message Center for American Petroleum LLC, 211 Michigan St.
5. Consideration of: Window replacement for Kevin's Automotive, 434 Kentucky St.
6. Adjourn.

Carried.

**Approval of minutes from September 9, 2013:** Moved by Mr. Statz, seconded by Mr. Goodwin to approve the minutes from September 9, 2013. Carried.

**Consideration of: Color of Electronic Message Center for American Petroleum LLC, 211 Michigan St.:** Matt Malvetz stated that the new image of Citgo is all red. The electronic message sign, that had been approved at the last meeting, included red lettering. They are requesting approval to change the red lettering to amber lettering. The color of the fuel prices are already red and would like the message sign to stand out. The amber color would match the Citgo sign on Green Bay Road.

After a short discussion it was moved by Mr. Statz, seconded by Mr. Paulsen to approve the amber color lettering for the message sign as a modification from the last approval. All ayes. Carried.

**Consideration of: Window replacement for Kevin's Automotive, 434 Kentucky St.:** Kevin Rohr stated that he would like to block in the five windows along the sidewall facing the alley and the three windows facing 4<sup>th</sup> Avenue. The concrete blocks would match the existing blocks. Three 64" x 48" fiberglass or aluminumized, white steel framed sliding windows would be installed on both sides of the building to replace what was there. The windows on the alleyside closest to the garage door and service door would remain blocked in. He had checked into installing glass block, but was very expensive and not as efficient.

Members discussed the loss of natural light inside the building by blocking in the windows and installation of smaller windows. Mr. Rohr mentioned that he is replacing the interior lighting with LED lighting.

After further discussion, it was moved by Mr. Paulsen, seconded by Mr. Goodwin to issue a certificate of appropriateness as presented. All ayes. Carried.

**Adjourn:** Moved by Mr. Paulsen, seconded by Mr. Goodwin to adjourn. Carried. Meeting adjourned at 12:22 p.m.

Respectfully submitted,



Cheryl Nault

Community Development Secretary

CITY OF STURGEON BAY  
INSPECTION DEPARTMENT  
September 30, 2013

THE FOLLOWING IS THE MONTHLY SUMMARY OF THE ACTIVITIES OF THE INSPECTION DEPARTMENT FOR THE MONTH OF SEPTEMBER

September-13	YEAR TO DATE		September-13	YEAR TO DATE
1	13	ONE FAMILY DWELLINGS	212,000	1,827,169
0	0	TWO FAMILY DWELLINGS	-----	-----
0	0	MULTIPLE FAMILY DWELLINGS	-----	-----
0	0	DUPLEX CONVERTED TO TRI-PLEX	-----	-----
0	0	C.B.R.F.	-----	-----
2	4	RESIDENTIAL ADDITIONS	44,300	128,300
6	37	RESIDENTIAL ALTERATIONS	67,450	370,110
2	8	RESIDENTIAL GARAGES/CARPORTS	45,000	125,938
0	4	RESIDENTIAL GARAGE ADDITIONS & ALTERATIONS	-----	44,830
0	4	RESIDENTIAL STORAGE BUILDINGS	-----	16,600
0	0	RESIDENTIAL SWIMMING POOLS	-----	-----
0	0	NON-RESIDENTIAL SWIMMING POOLS	-----	-----
0	2	NEW COMMERCIAL BUILDINGS	-----	768,897
0	1	NON-RESIDENTIAL GARAGES & STORAGE BUILDINGS	-----	10,500
0	3	NON-RESIDENTIAL ADDITIONS	-----	5,023,000
2	25	NON-RESIDENTIAL ALTERATIONS	1,300	1,104,964
0	0	MUNICIPAL BUILDINGS	-----	-----
0	0	WAREHOUSES	-----	-----
0	0	FACTORY & SHOP	-----	-----
0	0	COMMUNICATION TOWER	-----	-----
0	0	SUBSTATION	-----	-----
0	0	AGRICULTURAL BUILDINGS	-----	-----
13	101	<b>TOTAL ESTIMATED COST OF CONSTRUCTION</b>	<b>\$370,050</b>	<b>\$9,420,308</b>

September-13	YEAR TO DATE	TOTAL PERMITS ISSUED	September-13	YEAR TO DATE
13	102	BUILDING PERMITS	1,518	25,750
12	106	ELECTRICAL PERMITS	784	12,595
5	51	PLUMBING PERMITS	361	4,534
7	56	HEATING PERMITS	4,244	9,020
7	119	SIGN PERMITS	230	3,610
0	6	MISCELLANEOUS PERMITS	-----	150
0	0	SUMP PUMP PERMITS	-----	-----
0	0	ELECTRICIAN LICENSES	-----	-----
1	2	EARLY STARTS	100	200
2	16	EROSION CONTROL	250	2,150
0	0	STATE PLAN APPROVALS	-----	-----
1	11	PARK & PLAYGROUND PAYMENTS	300	3,300
1	14	WISCONSIN PERMIT SEALS	35	490
0	3	ZONING BOARD OF APPEALS APPLICATIONS	-----	900
0	3	ZONING CHANGES/P.U.D. APPLICATIONS	-----	1,650
0	4	PLAN COMMISSION - CONDITIONAL USES	-----	1,200
2	7	CERTIFIED SURVEY MAP REVIEWS	140	450
0	0	SUBDIVISION PLATTING REVIEW	-----	-----
0	0	MISCELLANEOUS REVENUE	-----	-----
0	0	(COPIES, POSTAGE, SALE OF MAPS, ETC.)	-----	-----
0	0	RESIDENTIAL BUILDINGS MOVED	-----	-----
0	2	NON-RESIDENTIAL BUILDINGS MOVED	-----	50
0	0	CHANGE OF USE	-----	-----
0	0	RESIDENTIAL OCCUPANCY FEES	-----	-----
1	6	COMMERCIAL OCCUPANCY FEES	50	350
0	0	PIER PERMIT	-----	-----
0	2	DEMOLITION	-----	75
0	0	REINSPECTION FEE	-----	-----
		ADMIN FEE	367	2,802
TOTAL RECEIPTS DEPOSITED WITH CITY TREASURER			<b>\$8,379.00</b>	<b>\$69,276.00</b>

*Cheryl Nault*  
Cheryl Nault  
Building Inspection Dept.



# STURGEON BAY POLICE DEPARTMENT



*The mission of the Sturgeon Bay Police Department is to serve, protect, and work in partnership with the community to ensure a safe, nurturing environment.*

To: The Honorable Mayor  
Members of the Common Council  
Members of the Police and Fire Commission  
City Administrator Steve McNeil  
Officers of the Sturgeon Bay Police Department  
Media

From: Captain Daniel J. Brinkman

Subject: Monthly Report for September, 2013

Date: October 9, 2013

The following is a summary of the Police Department's activities for the month of September. The activities included are crimes investigated, police service calls handled by department members, arrests completed, traffic accidents investigated, miles traveled, fuel consumed, training completed, and public education provided by department members.

### Crimes Investigated

The Department, during the month, investigated a total of 81 crimes.

These crimes can be broken down and classified as follows.

Theft.....	08
Criminal Damage to Property .....	16
Disorderly Conduct.....	11
Possession of Marijuana.....	02
Bail Jumping.....	07
Violate Court Order .....	03
Harassment.....	08
Battery.....	05
Forgery/Fraud / Scams .....	05
Burglary .....	03
Possession of Drug Paraphernalia .....	05
Possess Hallucinogenic Drug.....	01
Resist Arrest.....	01
Obstruct Police Officer .....	01
Strangulation / Suffocation.....	02
Possess Prescription Drug w/o Prescription.....	01
Possess Synthetic THC .....	01
Lewd & Lascivious Behavior.....	01

**TOTAL 81**

The above crimes resulted in the loss of \$5,178 to the community, of which \$700 has been recovered.

**Arrests**

The Department completed a total of 147 arrests during the month. These arrests encompass violations from traffic to felony, and are listed below by type of violations and number of arrests for each category.

<b>A. Felony Crime Arrest</b>	
Strangulation.....	02
Resist Arrest.....	01
Burglary.....	04
	<b>TOTAL 07</b>
<b>Warrant Arrests.....</b>	<b>00</b>
<b>B. Misdemeanor Crime Arrests</b>	
Disorderly Conduct.....	11
Battery.....	04
Possess Drug Paraphernalia.....	05
Possess Marijuana.....	02
Bail Jumping.....	05
Possess Hallucinogen Drug.....	01
Criminal Damage to Property.....	15
Possess Prescription Drug w/o Prescription.....	01
Theft.....	04
Possess Synthetic THC.....	01
Lewd & Lascivious Behavior.....	01
	<b>TOTAL 50</b>
<b>Wisconsin Probation &amp; Parole Violation Arrests.....</b>	<b>09</b>
<b>Warrant Arrests.....</b>	<b>03</b>
	<b>TOTAL 12</b>
<b>C. Ordinance Violation Arrests</b>	
Underage Drinking.....	02
Retail Theft.....	02
Disorderly Conduct.....	01
Trespass.....	01
Obstruct Officer.....	01
Possession of Marijuana.....	01
Animal at Large.....	01
Animal License Required.....	01
	<b>TOTAL 10</b>
<b>D. Traffic Crime Arrests</b>	
Operate While Driver's License Revoked.....	02
Operate While Intoxicated (2 <sup>nd</sup> or More).....	02
No Driver's License (2 <sup>nd</sup> or more).....	01
	<b>TOTAL 05</b>
<b>E. Traffic Violation Arrests</b>	
Operating a Motor Vehicle While Intoxicated.....	03

Speeding Violations .....	28
Motor Vehicle Registration Violation.....	04
Failure to Obey a Traffic Sign or Signal.....	01
Operating While Driver's License Suspended/Revoked.....	07
No Driver's License.....	02
Fail to Yield.....	02
Operating Left of Center.....	02
Seat Belt Violations .....	09
Miscellaneous Moving Traffic Violations .....	05
<b>TOTAL</b>	<b>63</b>

In addition to the preceding arrests, the Department conducted a total of 273 traffic stops during the month and logged 92 violations for various motor vehicle defects and local ordinances and issued 75 written warnings for those violations. A total of 10 parking tickets were issued for parking violations throughout the city.

**Traffic Accidents**

The Department, during the month, investigated a total of 21 vehicle accidents. These investigations are categorized into four types, which are described below.

A. Motor Vehicle Accidents Involving Fatalities.....	00
B. Motor Vehicle Accidents Involving Injuries .....	04
C. Motor Vehicle Accidents Involving Property Damage .....	17
(greater than \$1,000.00)	
D. Motor Vehicle Accidents Involving Property Damage .....	00
(less than \$1,000.00)	
<b>TOTAL</b>	<b>21</b>

**Police Service Calls**

Department members handled 483 service calls during the month. These calls consist of both citizen requests for police service as described below (369), crimes investigated (81), traffic accidents investigated (21), and Wisconsin Probation and Parole Assists (12).

A. Traffic and Road Incidents .....	50
<p>This category consists of all assignments involving assists to motorists in distress, directing traffic, complaints of noisy or otherwise disorderly vehicles, removing debris from roadways, and all parking problem complaints.</p>	
B. Noise Complaints .....	07
<p>These complaints involve private parties, licensed liquor establishments, and parties in public places.</p>	
C. Sick and Injured Persons .....	15
<p>Assistance rendered to the Ambulance Service and sick or injured persons. (Of these calls 01 required the commitment of citizens to a Mental Health Facility for mental or substance abuse problems.)</p>	

D. Alarms .....	12
<p style="padding-left: 40px;">Officers responded to activated burglar and hold-up alarms at area banks and other business establishments and residences as well as fire alarms.</p>	
E. Complaints Involving Animals .....	27
<p style="padding-left: 40px;">Investigation by officers of noisy animals, loose animals, animal bites, wild animals, and sick, injured or dead animal complaints.</p>	
F. Civil Disputes .....	07
<p style="padding-left: 40px;">Arguments between neighbors, landlords and tenants, and family members where no crimes have been committed.</p>	
G. Escorts .....	07
<p style="padding-left: 40px;">Transporting citizens, money escorts for area financial institutions, funerals, and for area industry.</p>	
H. Civil Assistance Rendered.....	09
<p style="padding-left: 40px;">This category is broad and involves such services as auto and home lockouts, emergency notifications, attempts to locate people, retrieve personal property, and registration assistance.</p>	
I. Assistance Rendered to Other Agencies .....	07
<p style="padding-left: 40px;">Includes assistance to other law enforcement and government agencies.</p>	
J. Suspicious Person.....	20
<p style="padding-left: 40px;">Involves both citizen complaints and observations by officers on patrol who took investigative action in regard to the suspicious behavior of other people.</p>	
K. Suspicious Motor Vehicles.....	10
<p style="padding-left: 40px;">Complaints of occupied, unoccupied, abandoned, and junked motor vehicles.</p>	
L. Liquor Establishments .....	00
<p style="padding-left: 40px;">Complaints of problems with patrons.</p>	
M. Fights or Brawls .....	03
<p style="padding-left: 40px;">Complaints of persons fighting where no criminal arrests were made.</p>	
N. Self-Initiated Field Activity .....	106
<p style="padding-left: 40px;">All initiated activity by the officer to include, but not limited to, routine security checks of area industries, businesses, city parks, residences, and compliance checks of local liquor establishments.</p>	
O. Juvenile Problems.....	12
<p style="padding-left: 40px;">Requests for police service that strictly involve property calls and all unfounded calls for police service. The calls vary from mischief to family problems to runaway situations.</p>	

P. Miscellaneous Incidents ..... 49

Includes arrest warrants served, recovered property calls, and all unfounded calls for police service. This category includes unfounded 9-1-1 calls investigated by Department members during the month.

Q. Welfare Checks ..... 26

Includes calls to check on the well-being of a person who has not been heard from or seen for a period of time by family, friends, neighbors, or employers.

R. Gas Drive Off..... 02

Routine non-theft investigations where a motorist drove away without paying for their gas. Typically involves a driver error, store employee error or credit card reader error.

**TOTAL 369**

**Department Mileage and Fuel Consumption**

Officers patrolled a total of 14,093 miles with department vehicles, consuming 1,284 gallons of fuel. The fleet averaged 11.0 miles per gallon of fuel during the month.

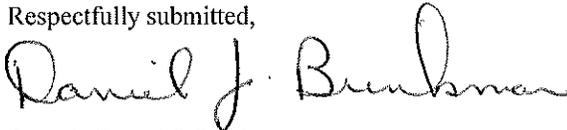
**Department Training**

Officers Steve South and Chad Mielke provided monthly training to 6 members of the Lakeshore Police Explorers, Post 9368. Sergeants Zager and Waterstreet participated in Operation Black Veil II; a proactive multi-jurisdictional team that concentrated on arresting individuals involved in internet crimes against children.

**Public Education**

No public education took place during the month of September.

Respectfully submitted,



Captain Daniel J. Brinkman

6d.

6d.

### BEVERAGE OPERATOR LICENSES

1. Christensen, Charles N.
2. Horner, Melanie M.
3. Robinson, Nealy J.
4. Suess, Katherine C.
5. Walker, Debra A.

6e.

6e.

**TEMPORARY CLASS B BEER**

Hispanic Resource Center of Door and Kewaunee Counties, Inc  
Agent: Imelda Delchambre  
692 Tacoma Beach Road  
Sturgeon Bay, WI 54235  
October 26, 2013

6f.

C131001 #6

6f.

TO: Thad Birmingham, Mayor, City of Sturgeon Bay  
FROM: Kitty O'Reillys Irish Pub, Buster and Amy Crook  
RE: Halloween Party Friday October 25<sup>th</sup> 2013

This letter is our request for an exception to the noise ordinance for October 25<sup>th</sup>, 2013 Halloween Party.

A check for the \$22 Fee is attached.

Please let us know if we need to appear to present this request. If I do not have to appear, could you please notify, Buster Crook 262-510-4610, regarding the decision of request.

We would like to extend the time till Midnight with an enclosed tent covering our outside patio for a band in celebration Halloween.

Sincerely,

Buster and Amy Crook

**Executive Summary**

**Request to Extend Planned Unit Development – Deer Run Phases 2 & 3**

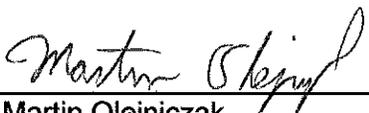
**Background:** The Common Council adopted planned unit development (PUD) zoning for 4.1 acres of land along Clay Banks Road to facilitate a development known as Deer Run Village. This PUD is specifically for two assisted living facilities, each with 36 units. They are located on either side of the planned extension of Compass Street, just west of Clay Banks Road. This proposed development constitutes phases 2 and 3 of the overall Deer Run Village development.

Under the zoning code, a PUD project must commence within two years or the PUD lapses and the zoning classification reverts back to the underlying zoning district (R-3 in this instance). The code provides that the Common Council can extend the PUD approval by one year increments upon written request. Up to three one-year extensions may be granted.

The Deer Run PUD ordinances for these phases became effective on October 30, 2011 and are about to expire. Bruce Tully, agent for Deer Run Village, has requested a one-year extension. He still intends to construct the facilities and, in fact, City staff has recently met with Mr. Tully's investors to discuss the timing of the project. None of the development and zoning considerations have changed since the PUD was adopted and staff has no concerns about the delayed construction.

**Options:** The Council has the option of granting the one-year extension to provide additional time for the developer to get going. Its other option is to reject the extension. If this happens the developer would have to either abandon the development plans or go back through the PUD zoning process again (start over).

**Recommendation:** Approve the one-year extension.

Prepared by:  10-9-13  
Martin Olejniczak Date  
Community Development Director

Reviewed by:  10-11-13  
Stephen McNeil Date  
City Administrator



## THE TRAPEZIUM CONSULTING GROUP, LLC

---

EXPERIENCE • INTEGRITY • PERFORMANCE

October 3, 2013

Marty Olejniczak  
Community Development Director  
City of Sturgeon Bay  
421 Michigan Street  
Sturgeon Bay, WI 54235

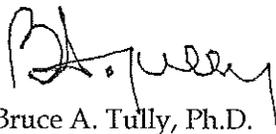
Re: Request for Extension of PUDs for Phase 2 and Phase 3 at Deer Run Village

Marty,

By way of this letter, I would like to formally request that the PUDs for Phase 2 and Phase 3 of our Deer Run Village project be extended for another year. It is our understanding that the current PUD approvals are scheduled to lapse on October 30, 2013, and that the PUDs may be extended in one year increments upon request. Funding for Deer Run Village is imminent, but construction of this project may not begin until after this date has passed, which is the reason for our request. We anticipate construction to begin next spring.

Thank you for your consideration in this matter.

Yours Truly,



Bruce A. Tully, Ph.D.

ENVIRONMENTAL • PLANNING • CIVIL DESIGN

---

7898 EAST ACOMA DRIVE, SUITE 100 • SCOTTSDALE, ARIZONA 85260 • (480) 483-1500

6h.

6h.

RECOMMENDATION

We, the Parking and Traffic Committee hereby recommend to Council the installation of two speed boards and the appropriation of granted funds for that purpose.

Respectfully Submitted,  
PARKING AND TRAFFIC COMMITTEE  
Bob Schlicht, Chairman

RESOLVED, that the foregoing recommendation be adopted.

Date: September 16, 2013

\* \* \* \* \*

Introduced by \_\_\_\_\_

Moved by Alderperson \_\_\_\_\_

Second by Alderperson \_\_\_\_\_ that said recommendation be Adopted.

Passed by the Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

## EXECUTIVE SUMMARY

**DATE:** September 25, 2013

**TITLE:** Safe Routes to Schools Grant – Purchase of Radar Speed Boards

**BACKGROUND:** The original grant that the City received from the Safe Routes to Schools program included \$12,870 for the creation of a bicycle education curriculum for the school district. This was the non-infrastructure portion of the grant, but this program was not implemented. The recent success of the various bike rodeos, which have proven effective in teaching kids safe biking skills, has essentially eliminated the need for development of the separate education curriculum. After discussions with the middle school principal and the Bicycle & Pedestrian Advisory Board, it was determined that the grant money would be put to better use under a different non-infrastructure element. Therefore, City staff requested and the DOT approved a change of scope to allow the funds to be used for enforcement – specifically the purchase and installation of a permanently mounted radar speed board.

The Police Department solicited bids and the low bid was favorable such that two speed boards can be installed using the grant funds. One is planned for Michigan Street near the eastern approach to the school zone near S. 15<sup>th</sup> Ave. on an existing power pole. This section of the street is at the end of a long downhill stretch just prior to the main pedestrian crossing. The other is planned for Maple Street at the eastern approach to the St. John Bosco school zone between Fulton Ave. and Geneva Ave. A new utility pole is needed for this location.

The DOT has approved the Request to Award Form, including the second radar speed board.

**FISCAL IMPACT:** The grant is 100% funded up to \$12,870. This will cover the purchase and installation of the two radar speed boards. The Maple Street location needs a new pole. SBU will donate its labor to install, but grant funds fall \$230 short of the estimated cost for the pole. The City will be responsible for the cost of power to the new equipment. The power will cost about \$11.00 per month for each board. Thus, the estimated net fiscal impact to the City is \$230 plus \$264 annually for power. The radar speed board will help control traffic speed in these areas, thereby freeing the patrol officers to perform other patrol activities, which is a fiscal benefit.

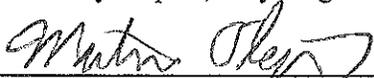
The Police Department also investigated using solar powered radar speed boards, but found that due to life expectancy and other issues, the hardwired version is the most cost effective overall.

**RECOMMENDATION:** Authorize the installation of speed boards at the proposed Michigan St. and Maple St. locations, using the Safe Routes to Schools grant funds.

**REVIEWED BY:**



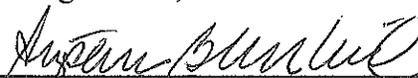
Anthony Depies, City Engineer



Marty Olejniczak, Community Devel. Dir.



Arleigh Porter, Police Chief



Stephen McNeil, City Administrator

## Olejniczak, Marty

---

**From:** Kamp, Tressie K - DOT <Tressie.Kamp@dot.wi.gov>  
**Sent:** Tuesday, September 10, 2013 1:46 PM  
**To:** Hougaard, Chad  
**Cc:** Olejniczak, Marty  
**Subject:** RE: Request to Award

Sergeant Hougaard,

Thank you for the additional information. I will send approval once you forward the Buy America certification. Does TAPCO need a template or any additional information?

*Tressie K. Kamp*

--

Statewide Multi-Modal Programs Manager  
WisDOT-Bureau of Transit, Local Roads, Railroads & Harbors  
4802 Sheboygan Ave., Room 951, Madison, WI 53707  
Phone: (608) 266-3973 / Fax: (608) 266-0658  
[tressie.kamp@dot.wi.gov](mailto:tressie.kamp@dot.wi.gov)

[WisDOT Programs for Local Government Website](#)

\*Please consider the environment before printing this email\*

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**From:** Hougaard, Chad [<mailto:chougaard@sturgeonbaywi.org>]  
**Sent:** Monday, September 09, 2013 9:10 PM  
**To:** Kamp, Tressie K - DOT  
**Cc:** Olejniczak, Marty  
**Subject:** Request to Award

Tressie:

Attached is the signed Request to Award form, along with the supporting documents. The excel spreadsheet explains how TAPCO is the low bidder. I have also attached a letter from our local utilities office explaining the cost for a new pole which is talked about in the Request to Award form.

I am still waiting to hear back from TAPCO on the American Made certificate, which they are attempting to get. Once I receive that, I will forward it to you.

If you have any questions about the documents, please call me. I can be reached after 3pm at 920-746-2461, but if you would like to talk to me before that, please call my work cell phone at 920-493-8606. Thank you.

Respectfully,

*Sgt. Chad Hougaard*

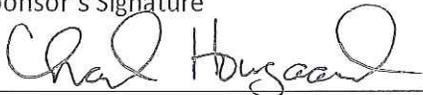
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Sturgeon Bay Police Department  
421 Michigan St.  
Sturgeon Bay, WI 54235  
Office: (920) 746-2450

**Request to Award** for a Wisconsin Department of Transportation (WisDOT) Safe Routes to School Non-Infrastructure Project

WisDOT Project ID Number <b>1009-00-25</b>	Date Form Prepared <b>September 9, 2013</b>
Project Title <b>Sturgeon Bay Safe Routes to School Program</b>	County <b>Door</b>
Project Description <b>Pole Mounted Radar Speed Boards</b>	Municipality/Local Sponsor <b>City of Sturgeon Bay</b>
Name of Person who Prepared Form <b>Sgt. Chad Hougaard Sturgeon Bay Police Department</b>	

1. The purchase followed the Simplified Bidding process and was approved for purchase by the Safe Routes to School Coordinator on **September 6, 2013**.
2. **3** bids were received/compared.
3. The low bidder was **TAPCO** with a bid of **\$12,300** . Please include a list of vendors contacted and prices. **See attached spreadsheet that summarizes the 3 quotes.**  
**Also requesting the remaining \$570 of the grant amount to be awarded to reimburse the city the cost of purchasing a new utility pole for the speed board on W Maple St.; total cost of the pole is estimated to be \$800. There is no pole in that current location and it will cost less to purchase a pole through Sturgeon Bay Utilities than to purchase a pole through the vendor. The remaining cost difference for the pole will be paid with local dollars and Sturgeon Bay Utilities will donate the labor to install the pole. The speed board to be located on Michigan St. will use an existing utility pole.**
4. The purchase was less than \$5,000 (Y/N) **N**
5. Based on the above information, the project complies with applicable Federal and State requirements, and, as such, may proceed in awarding the contract.

Sponsor's Signature 	Title <b>Sergeant - SBPD</b>	Date <b>9-9-2013</b>
Approved by (WisDOT Signature)	Title	Date

SPONSOR NOTES for consideration by WisDOT: **The original plan was to use solar panels to operate the speed board. After comparing the annual cost of electricity for a hardwired speed board versus the higher purchase cost of the solar panel along with its life expectancy, we determined it was more cost effective to have the speed boards hardwired. By eliminating the solar panels and going with the hardwire option, the cost of the speed board was greatly reduced, allowing us to purchase two speed boards with the grant funds instead of just one. We feels this is an efficient use of the grant money as we are now able to place two speed boards in different school zones, increasing motorist awareness of the children that walk/bicycle to and from our schools.**

RETURN TO WisDOT Statewide Multi-Modal Programs Manager.

# Speed Board QUOTES

Top #: cost of 1 unit  
 Bottom #: cost of 2 units

## TAPCO

Size	Data Recording System	Violator Alert	Yellow Flashing Light	Time Clock & Program	School Zone sign	Brackets	Shipping	Credit
RU2 Fast 250 Radar Speed	12" Yes	Yes SLOW DOWN	one	Yes radar & light	Yes	Yes		
\$6,150.00	\$ 775.00	\$ 400.00	\$ 280.00	\$ 425.00	\$ 55.00	\$ 65.00	included	
<b>\$12,300.00</b>								

## DECKER

radarsign TC-500	12" Yes	No speed flashes	one	Yes radar & light included	Yes	Yes		for one yellow light \$ (195.00)
\$5,836.00	included		included		\$ 150.00	\$ 284.00	\$ 235.00	
<b>\$11,672.00</b>								
\$6,236.00	included	\$ 400.00	included	included	\$ 150.00	\$ 284.00	\$ 235.00	\$ (195.00)
<b>\$12,472.00</b>								

This would be the price if we added in the violator alert cost that TAPCO quote has, but is not an option with this company. Since the funds available would allow us to have the violator alert, we feel it is a feature needed in the school zone.

## KUSTOM SIGNAL

PMD 275	12" Yes	Yes SLOW	two	Yes light	No	Yes		
\$7,295.00	\$ 950.00	\$ 525.00	\$ 1,470.00	\$ 655.00	\$ -	included	\$ 400.00	
<b>\$14,590.00</b>								
PMD 375	18" Yes	Yes SLOW DOWN	two	Yes light	No	Yes		
\$7,795.00	\$ 950.00	\$ 525.00	\$ 1,470.00	\$ 655.00	\$ -	included	\$ 400.00	
<b>\$15,590.00</b>								

## DECATUR ELECTRONICS

OS 75	12" Yes	Yes	No	Yes radar & light	Yes	Yes		
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Requested a bid, they said they would provide one, but did not submit one after multiple attempts requesting one.



230 E. Vine Street  
P.O. Box 27  
Sturgeon Bay, WI 54235-0027

Phone: 920.746.2820  
Fax: 920.746.2822  
sbunet.com

Office Hours:  
Monday-Friday  
7:30am-4:30pm

Shared strength through  WPPI Energy

Date: 9/9/13

To: Sgt. Chad Hougaard - SBPD

From: Jason Bieri – Electric Supervisor

Re: Estimate for pole on W. Maple St.

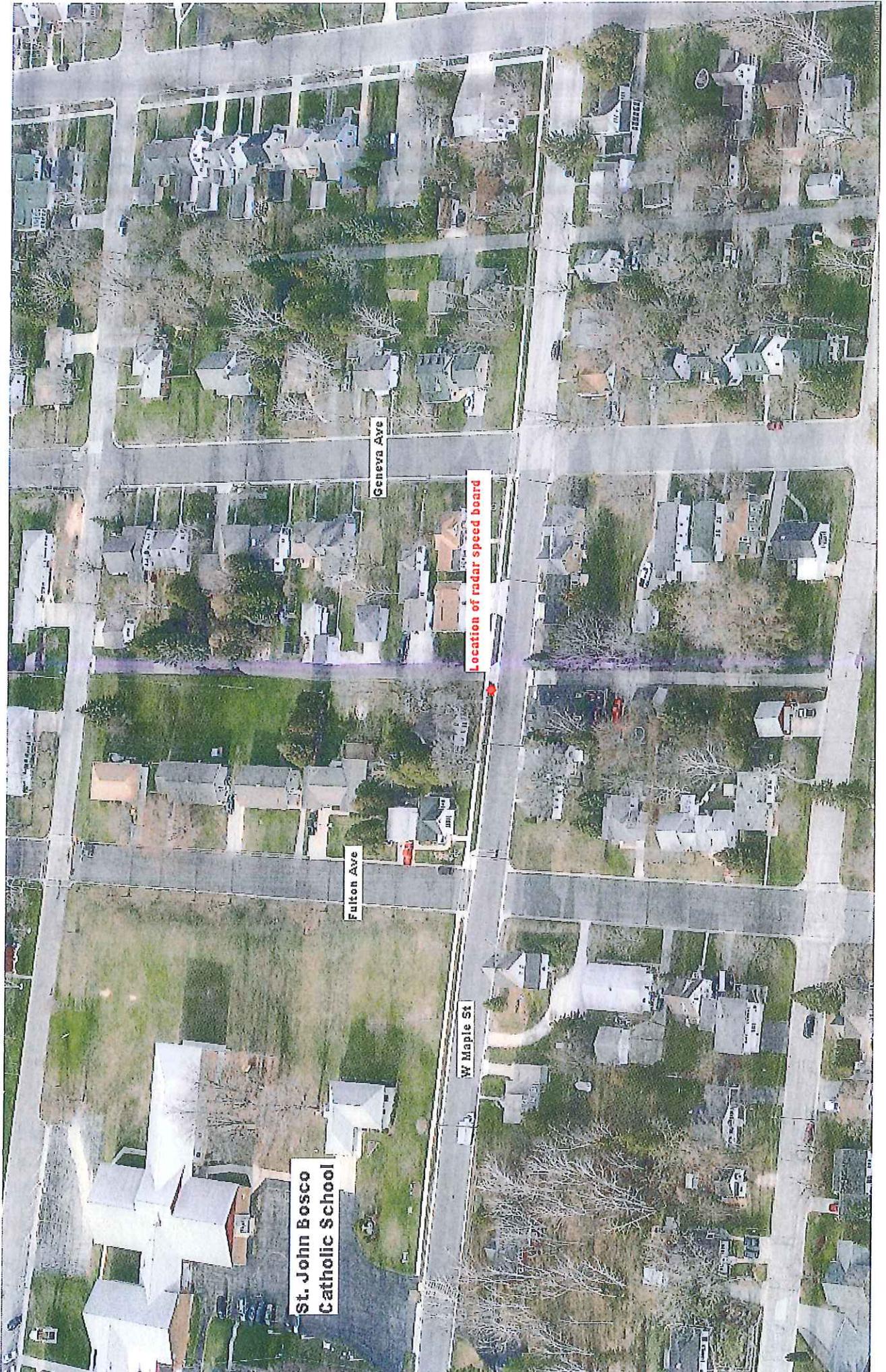
Installation of a 35' class 4 pole on W. Maple St. to support a SBPD owned traffic & radar signal including overhead service conductor and guy wires as needed. Sturgeon Bay Utilities will donate all labor and transportation time on this project to install the pole in the desired location.

Estimated cost of the pole: \$600.00

Estimated cost of service conductor and anchoring materials: \$200.00

Upon completion you will be billed for actual material costs.

Please contact me with any questions you may have.



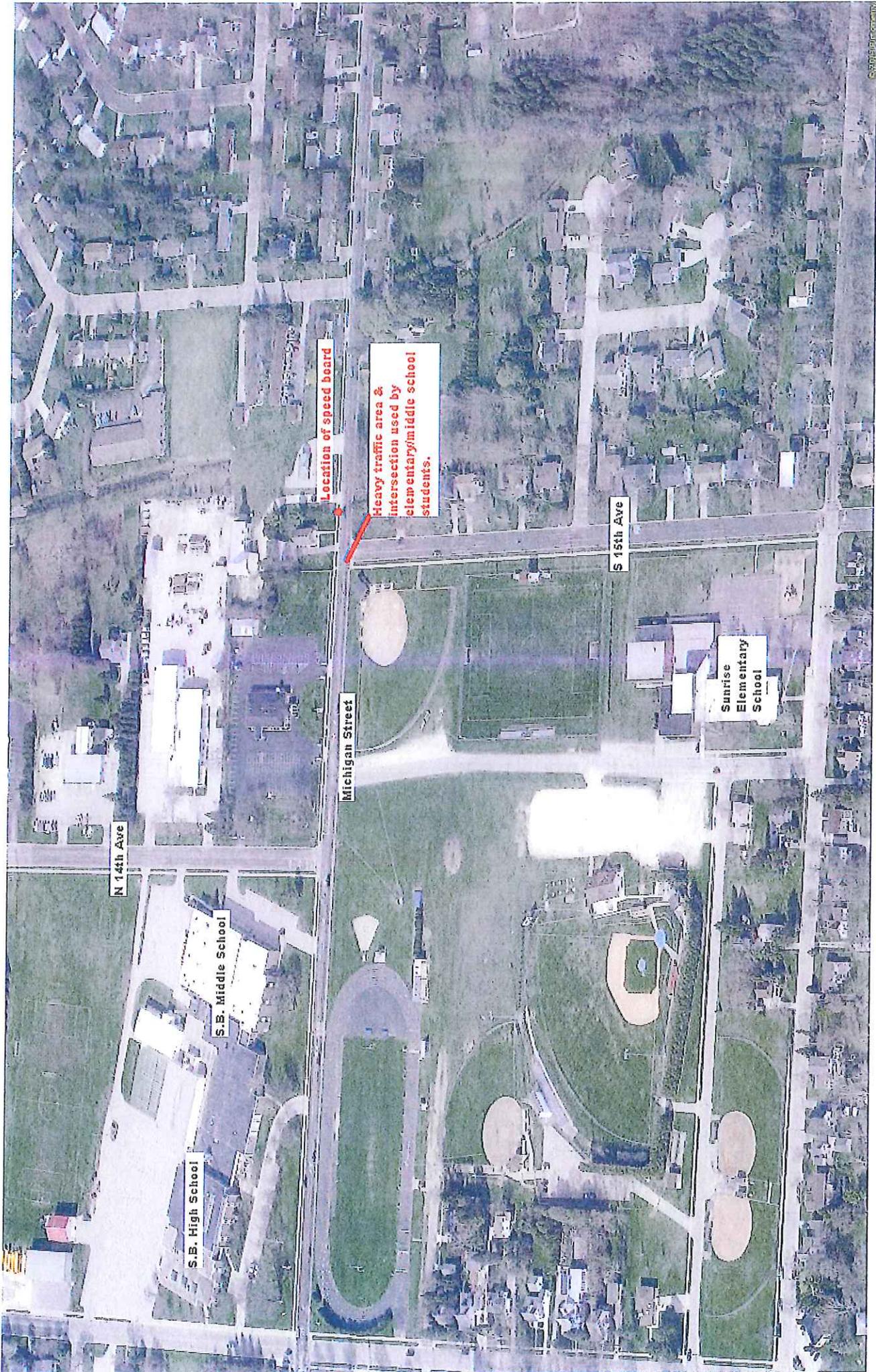
Genera Ave

Location of radar speed board

Fulton Ave

W Maple St

St. John Bosco  
Catholic School



RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Finance/Purchasing & Building Committee, hereby recommend that the City approve the grounding easement on South Neenah Street for Wisconsin Public Service natural gas regulator station, subject to the approval by the City Attorney.

Respectfully submitted,  
FINANCE/PURCHASING & BUILDING  
COMMITTEE

By: Joseph Stutting, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: September 24, 2013

\*\*\*\*\*

Introduced by \_\_\_\_\_.

Moved by Alderperson \_\_\_\_\_ seconded by

Alderperson \_\_\_\_\_ that said recommendation be adopted.

Passed by the Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

## EXECUTIVE SUMMARY

**Title:** Grounding Easement for WPS Natural Gas Regulator Station

**Background:** The City reached an agreement with Wisconsin Public Service Corporation to relocate the natural gas regulator station (gate station) to a lot that the City provided along S. Neenah Street. The equipment needs to be grounded. There is an abandoned well 9 feet to south of the WPSC lot on property still owned by the City of Sturgeon Bay. WPS would like to attach its grounding cable to the abandoned well. They are requesting and have drafted an easement for the City's consideration.

The easement involves a 12' by 12' area abutting the WPS lot. It is strictly for the purpose of installing and maintaining the grounding cable. The easement is unlikely to have any significant negative impact on the City's parcel because it is entirely within the minimum 20-foot side yard required in the I-1A zoning district, which is the current zoning classification for the parcel.

The easement was drafted by WPS, so typically the City Attorney is requested to review it.

**Fiscal Impact:** None or slight. The costs for drafting and recording the easement are being borne by WPS. The easement is not anticipated to have any impact on the land value of the City's property.

**Options:** The City can approve the easement or it can reject the easement. If rejected, WPS will need to implement an alternative method of grounding its equipment.

**Recommendation:** Approve the grounding easement, subject to review by the City Attorney.

Prepared by:   
Martin Olejniczak  
Community Development Director

Sept 19, 2013  
Date

Reviewed by:   
Stephen McNeil  
City Administrator

9/19/13  
Date

	DOCUMENT NUMBER
--	-----------------

GROUNDING EASEMENT

THIS INDENTURE, made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between **CITY OF STURGEON BAY** hereinafter called "Grantor" for One and no/100 dollars (\$1.00) and/or other valuable consideration to it paid by **WISCONSIN PUBLIC SERVICE CORPORATION**, a Wisconsin Corporation, its successors hereinafter called "Grantee", receipt whereof is hereby acknowledged, does hereby grant unto said Grantee, its successors and assigns, the perpetual right, permission, authority, privilege and easement, to construct, install, operate, maintain, remove, and replace necessary and usual appurtenant equipment, all for the purpose of installing an underground grounding cable and attaching it to an abandoned well, within and beneath certain easement areas as described below, or on attached Exhibit "A", on land owned by said Grantor in the **City of Sturgeon Bay, Door County, Wisconsin**, described as follows, to-wit:

Return to:  
 Wisconsin Public Service Corp.  
 Real Estate Dept.  
 P.O. Box 19001  
 Green Bay, WI 54307-9001

Part of Lot 3 of CSM No. 2769 recorded in Volume 16, Page 333 of Certified Survey Maps located in the SW 1/4 of the SE 1/4 of Section 18 (also known as Subdivision 67), Township 27 North, Range 26 East, City of Sturgeon Bay, Door County, Wisconsin.

Parcel Identification Number (PIN)  
 Part of Parcel number:  
 2816466000101C

All that part of the Grantor's property described as follows:

Commencing at the northeast corner of said Lot 3 of CSM No. 2769 recorded in Volume 16, Page 333 of Certified Survey Maps; thence N89°49'09"W, 110.00 feet on the north line of said Lot 3 to the POINT OF BEGINNING; thence continuing N89°49'09"W, 12.00 feet on said north line; thence S00°10'51"W, 12.00 feet; thence S89°49'09"E, 12.00 feet; thence N00°10'51"E, 12.00 feet to the Point of Beginning.

Said parcel (permanent easement) contains 144 square feet.

As shown and dimensioned on the attached Exhibit A and Exhibit B.

The Grantee shall have the right to go upon the Grantor's property outside of the easement area for the purpose of gaining access to the easement area in the event direct access to the easement area is not possible. Grantee shall notify the Grantor, when possible, before going upon the Grantor's property, except in the event of an emergency.

The Grantor further grants to the Grantee, its successors and assigns, the perpetual right, privilege and easement to enter upon said strip of land for the purpose of laying, patrolling, repairing, renewing or removing the said facilities.

The Grantor agrees that it will not construct any improvements, including buildings, concrete structures, or other objects, or change the grade more than four (4) inches over the grounding cable.

The covenants herein contained shall bind the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the undersigned, has caused these presents to be executed in its corporate name by its proper officers duly authorized and its corporate seal to be hereunto affixed the day and year first above written.

CITY OF STURGEON BAY

Corporate Name

Sign Name

Print Name & Title

Sign Name

Print Name & Title

STATE OF \_\_\_\_\_ )

)SS

COUNTY OF \_\_\_\_\_ )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, the above-named \_\_\_\_\_ to me known to be the Grantor(s) who executed the foregoing instrument and acknowledged the same.

Sign Name \_\_\_\_\_

Print Name

Notary Public, State of \_\_\_\_\_

My Commission expires: \_\_\_\_\_

This instrument drafted by: DE Mathys  
WISCONSIN PUBLIC SERVICE CORPORATION

R/C # 033  
LOCATION – Sturgeon Bay



2769

# CERTIFIED SURVEY MAP

LOCATED IN:

NW 1/4 of the SE 1/4 and the SW 1/4 of the SE 1/4 of Section 18 (also known as Subdivisions 66 & 67 (respectively)), all in Township 27 North, Range 28 East, City of Sturgeon Bay, Door County, Wisconsin



NORTH  
1" = 300'

PREPARED FOR:  
THE CITY OF STURGEON BAY  
421 MICHIGAN ST.  
STURGEON BAY, WI.  
54235

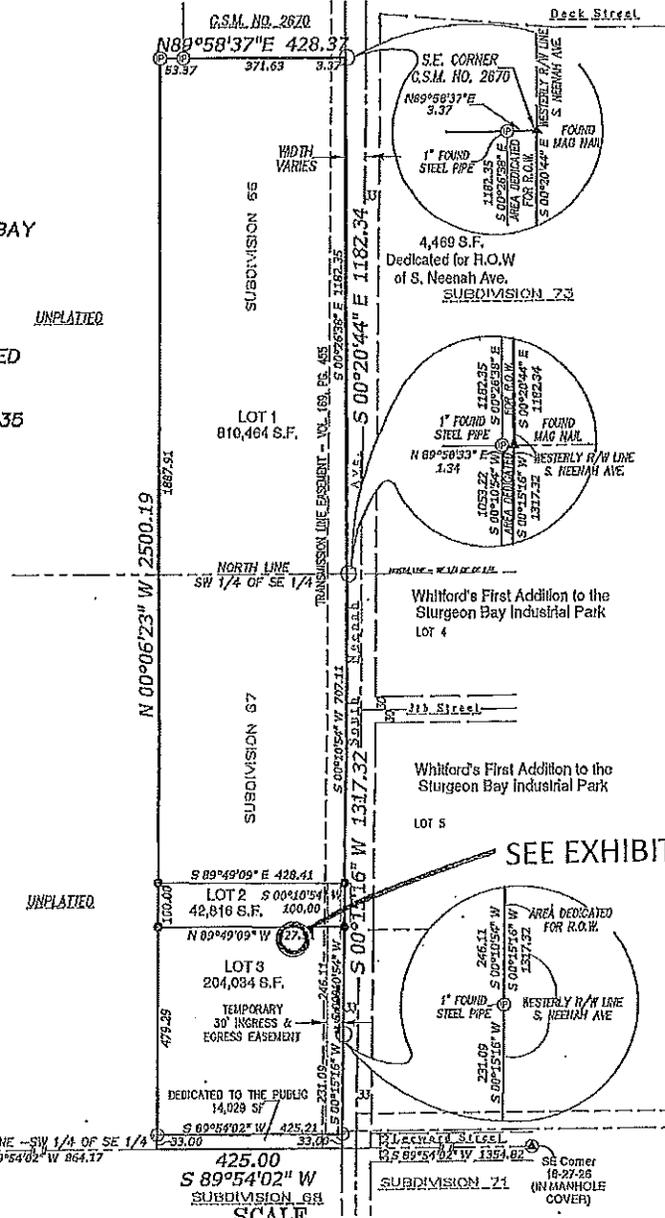
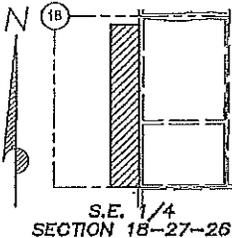
UNPLATED

PREPARED BY:  
BAUDHUI INCORPORATED  
55 S. 3RD AVENUE  
P.O. BOX 105  
STURGEON BAY, WI 54235  
DRAWN BY: HGMG

### LEGEND

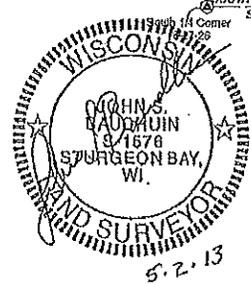
- ⊙ - DOOR COUNTY MONUMENT (4" ALUMINUM UNLESS NOTED)
- ▲ - FOUND MAG NAIL
- ⊖ - FOUND 1" STEEL PIPE
- ⊙ - SET 1"x18" STEEL PIPE

### LOCATION SKETCH



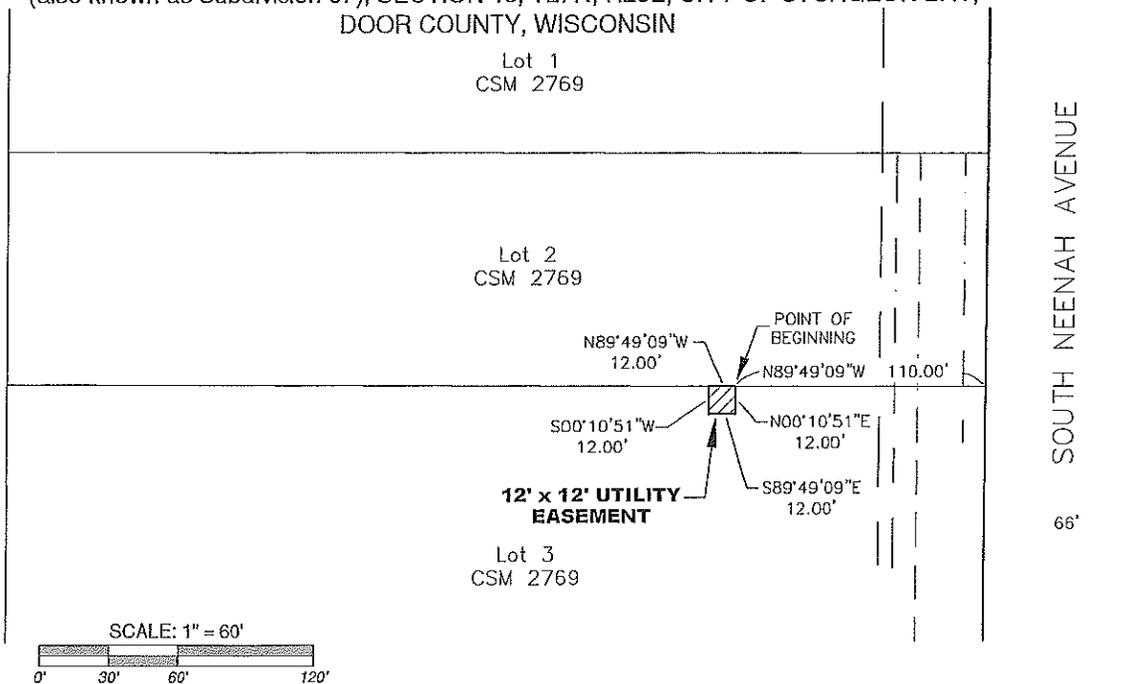
# EXHIBIT A

10 PAGE 333



# EXHIBIT B

PART OF LOT 3, 16 CSM 333 (CSM NO. 2769); LOCATED IN THE SW 1/4 OF THE SE 1/4  
(also known as Subdivision 67), SECTION 18, T27N, R26E, CITY OF STURGEON BAY,  
DOOR COUNTY, WISCONSIN

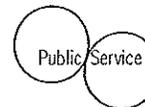


## LEGEND

 Permanent Easement  
= 144 Sq. Ft.  
= 0.003 Acres

Prepared By:  
 INTEGRITYS BUSINESS  
SUPPORT, LLC  
SURVEYING SERVICES

For:  
Wisconsin Public  
Service Corporation  
947-1521-0141013001-200



700 North Adams Street  
P.O. Box 19001  
Green Bay, WI 54307-9001  
Phone: 800-450-7260

File: T:\DEPTS\AS\_RealEstate\Private\R\_ESTATE\Survey\PROJECTS\Sturgeon Bay Gas Line\_10-2012\NEENAH CSM.dwg  
Plot Date: Aug 19, 2013 - 10:04am

Drafted by: J. Lett, 08-19-2013

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Finance/Purchasing & Building Committee, hereby recommend that the City approve the sale of a 2,220 square foot triangular City owned piece of property to John Donaubaauer, located adjacent to his property at 1725 Memorial Drive, in the amount of \$4,196. Subject to the Memorial Drive restrictions. Additionally, all expenses related to the conveyance are the responsibility of Mr. Donaubaauer, and the removal of a dead tree located on the property is the responsibility of the City.

Respectfully submitted,  
FINANCE/PURCHASING & BUILDING  
COMMITTEE  
By: Joseph Stutting, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: September 24, 2013

\*\*\*\*\*

Introduced by \_\_\_\_\_.

Moved by Alderperson \_\_\_\_\_ seconded by

Alderperson \_\_\_\_\_ that said recommendation be adopted.

Passed by the Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

EXECUTIVE SUMMARY

**Title:** Request to Purchase City Property on Memorial Drive

**Background:** John Donaubauber recently purchased the property at 1725 Memorial Drive, which is the first waterfront lot east of the Bayview Bridge. The city owns an adjoining outlot between his lot and the bridge that is 7,772 square feet in size and includes about 125 feet of shoreline and 169 feet of road frontage on Memorial Drive. Mr. Donaubauber requested purchasing this City-owned property or purchasing a portion of the outlot to square off his lot. This area had been maintained by the previous property owner and visually appears to be part of the Donaubauber parcel. So Mr. Donaubauber would like his official property to more closely match the occupation line.

The subject parcel is Outlot 1 of the Leathem Smith Subdivision #2. It was dedicated to the public for water access purposes as part of the subdivision plat recorded in 1978. State law requires that subdividers of shore property dedicate a minimum 60-ft wide public access at half-mile intervals. Such public access shall not be vacated except by circuit court action. This outlot falls within this provision so if the entire parcel would be sold, the circuit court action would be necessary.

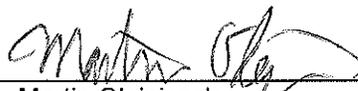
The Finance Committee reviewed the alternatives and determined the City should only sell a triangle-shaped piece of property that contains no actual shore frontage. Since no shore frontage is impacted and the remaining outlot still meets the requirement of the statute, the DNR declared that no circuit court action would be required. The Committee's recommendation is to sell an approximately 2,220 square foot triangular shaped parcel at a sale price of \$4,196 and contingent on the triangular piece being subject to the Memorial Drive building/land restrictions of the zoning code and the purchaser covering all surveying and conveyance costs for the transfer. The City would be responsible for removing a dead tree on the subject parcel. Mr. Donaubauber has agreed to the Committee's recommended offer.

The dollar amount of \$4,196 was derived by taking the per square foot assessed value of the land only for the property across the street (1714 Memorial Dr) and multiplying by the 2,220 square footage of the triangle piece. [ $\$1.89/\text{sq. ft.} \times 2,220 \text{ sq. ft.} = \$4,196$ ]

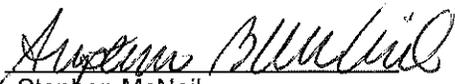
The rationale for placing the Memorial Drive zoning restrictions on the property being sold is to protect the view of the bay across this land for the neighbor across the street and for the traveling public on Memorial Drive. Only the triangle piece would have restrictions and not the existing Donaubauber parcel.

**Fiscal Impact:** The city will receive \$4,196. Surveying, legal, and conveyance costs will be paid by Donaubauber. The additional land being added the existing Donaubauber lot will cause a slight increase in assessed property value.

**Recommendation:** Approve the recommendation of the Finance Committee and proceed with the sale of the triangular-shaped parcel to Mr. Donaubauber.

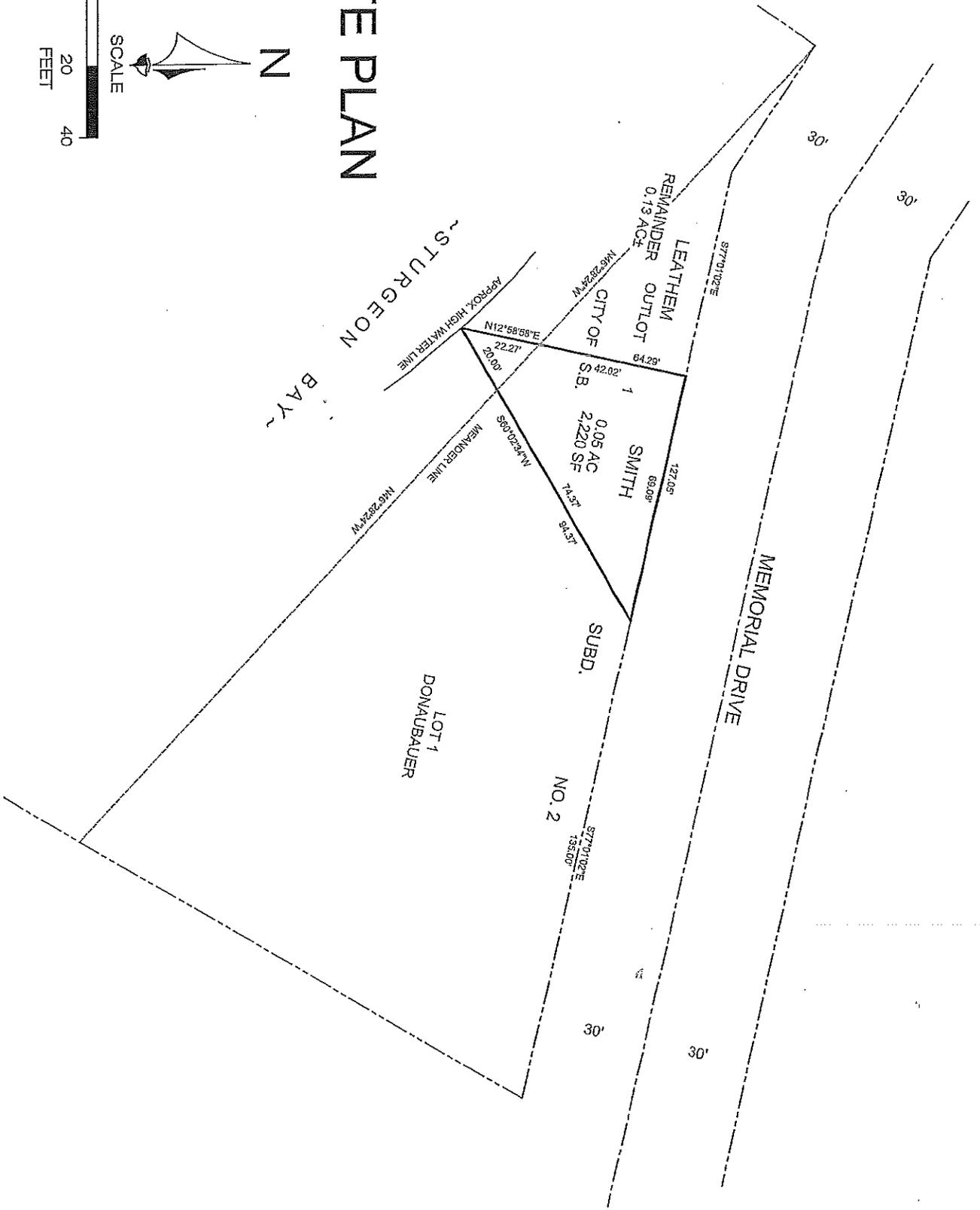
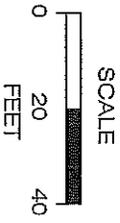
Prepared by:  10-8-13  
Martin Olejniczak Date  
Community Development Director

Reviewed by: \_\_\_\_\_  
Bob Bordeau Date  
Public Works Director

Reviewed by:  10-8-13  
Stephen McNeil Date  
City Administrator

# SITE PLAN

N



**EXECUTIVE SUMMARY**

**TITLE:** WPPI Benefit Plan Trust Termination Agreement & Payee Agreement.

**BACKGROUND:** The WPPI Benefit Plan Trust has been the City's health and dental administrator. On December 31, 2013 the WPPI Benefit Plan Trust will be dissolving and the City of Sturgeon Bay, along with the other municipalities and utilities that were a part of the Trust, will be covered elsewhere.

The legal counsel of the Trust, Jim Egle, has prepared and City Attorney Nesbitt have reviewed the Trust Termination Agreement and the Payee Agreements that are attached.

Attorney Nesbitt states: *"I have reviewed the revisions made to both the Trust Termination Agreement and Payee agreement and I find them to be acceptable and consistent with the best interests of the City of Sturgeon Bay and its employee/insured's. While the changes in the termination agreement change the method of distributing refunds to each municipality and its insured employees, I see no reason to raise objection to the method selected by the parties responsible for arriving at a distribution scheme."*

In order to proceed with the federal/IRS regulations set forth for dissolving the Trust, each municipality/utility must sign the agreements.

**FISCAL IMPACT:** The agreements determine the method for distributing refunds to each municipality. The refund amount, if any, is not known at this time.

**ACTION:** Approve the Trust Termination Agreement and Payee Agreement and authorize Mayor and City Clerk to execute.

**PREPARED BY:** Stephanie L. Reinhardt  
Stephanie L. Reinhardt, City Clerk

**APPROVED BY:** Randy Nesbitt  
Randy Nesbitt, City Attorney

**APPROVED BY:** Steve McNeil  
Steve McNeil, City Administrator

**DATE:** September 24, 2013

## TRUST TERMINATION AGREEMENT

This Trust Termination Agreement (“Agreement”) is entered effective as of October 1, 2013, by and among WPPI Benefit Plan Trust (“Trust”), Black River Falls Municipal Utilities (“Black River Falls”), City of Cedarburg (“Cedarburg”), Cedarburg Light & Water (“Cedarburg L&W”), Town of Florence (“Florence”), Florence Utility Commission (“Florence UC”), Village of Hustisford (“Hustisford”), Menasha Utilities (“Menasha”), City of New Holstein (“New Holstein”), New Holstein Utilities (“NHU”), City of New London (“New London”), New London Utilities (“NLU”), City of New Richmond (“New Richmond”), City of River Falls (“River Falls”), City of Sturgeon Bay (“Sturgeon Bay”), Sturgeon Bay Utilities (“SBU”), City of Whitehall (“Whitehall”) and WPPI Energy (“WPPI”) (Black River Falls, Cedarburg, Cedarburg L&W, Florence, Florence UC, Hustisford, Menasha, New Holstein, NHU, New London, NLU, New Richmond, River Falls, Sturgeon Bay, SBU, Whitehall and WPPI occasionally are hereinafter referred to collectively as “Members” and individually as a “Member”).

### RECITALS

The board of trustees of the Trust voted to terminate the Trust at the end of 2013. After all claims and obligations of the Trust have been paid, the members of the Trust anticipate that the Trust will have excess assets remaining. The members of the Trust have agreed that any excess assets remaining upon termination will be applied as provided in this Agreement.

The Trust has also obtained a determination letter from the Internal Revenue Service (“Determination Letter”) that ruled that the execution and implementation of this Agreement will not adversely affect the Trust’s tax-exempt status as a VEBA under section 501(c)(9) of the Internal Revenue Code (“IRC”), nor will it result in the Trust realizing unrelated business taxable income under section 511 of the IRC. The rulings under the Determination Letter, however, are conditioned upon the Trust’s representations set forth in its ruling request.

The Members hereby wish to set forth the terms and conditions of the termination and winding down of the Trust, as well as the application of any excess assets remaining after the affairs of the Trust have been completed.

NOW, THEREFORE, the Members hereby agree as follows:

1. *Termination of Trust; Cessation of Benefits.* The Members hereby agree that the Trust will cease to provide benefits to employees of the Members as of 11:59 p.m.

on December 31, 2013 (“Plan Termination”). The Trust will not provide reimbursement for any claims or expenses incurred by any participant in plans offered by the Trust after the Plan Termination. Each Member hereby agrees to obtain its own medical and/or dental plans for its employees effective as of 12:01 a.m. on January 1, 2014. The Members agree and acknowledge that this Agreement, in conjunction with the vote of the board of trustees of the Trust on August 2, 2012, serves to terminate the Trust as provided in section 11.02 of the First Restated Trust Agreement Governing The WPPI Benefit Plan Trust dated June 12, 2007, as amended (“Trust Agreement”), as well as Section 11 of each Member’s Participation Agreement with the Trust.

2. *Effect on Trust Agreement.* The parties agree and acknowledge that except as specifically provided in this Agreement, the Trust Agreement will continue to govern the Members’ rights and obligations with respect to the Trust, even after the Plan Termination.
3. *Payment of Outstanding Claims.* After the Plan Termination, the Trust will continue to pay and reimburse claims made by participants under plans administered by the Trust, as long as such claims or expenses were incurred by the participant for services rendered or medications/supplies received prior to the Plan Termination, as long as such claims are received by the Trust on or before March 31, 2014 (“Claim Deadline”). All claims will be processed by the Trust and its third-party administrator following the same terms, conditions, procedures and plan reimbursement and payment policies that were in place immediately prior to the Plan Termination.
4. *Excess Assets Upon Termination.* The Members anticipate that after all claims of participants in the Trust’s plans that were incurred prior to the Plan Termination have been reviewed and claims for payment and reimbursement have been made by the Trust, the Trust will have excess assets remaining upon termination (“Excess Assets”). In order to be in compliance with the representations set forth by the Trust in the Determination Letter, as well as section 11.03 of the Trust Agreement, the Members hereby agree to the following terms and conditions:
  - a. *Prohibition on Reversion of Excess Assets to Members.* All Members hereby agree and acknowledge that any Excess Assets may not revert to the Members. All Excess Assets must be used solely for the purpose of continuing to provide medical and/or dental benefits to employees of the Members. Under no circumstances will Excess Assets revert to the Members themselves.

- b. *Valuation of Excess Assets; Reserve Fund.* Within 45 days of the Claim Deadline, the Trust shall provide the Members with its valuation of the Excess Assets, based upon the assets held by the Trust as of the Claim Deadline, and less any unsatisfied claims, expenses and obligations as of the Claim Deadline. The Trust Board, after considering recommendations from its third-party administrator and any other consultants, shall decide what portion of the Excess Assets will continue to be held in reserve (“Reserve Fund”) for the purpose of paying claims, expenses and obligations of the Trust until September 30, 2014 (“Reserve Release Date”); provided, however, that the Trust Board may extend the Reserve Release Date as to all or a portion of the Reserve Fund if, in the Trust Board’s sole judgment, claims, expenses or other obligations of the Trust remain unsatisfied or unresolved. The balance of the Excess Assets will be available for allocation to provide benefits for employees of the Members, pursuant to medical and dental plans identified by the Members to the Trust, as provided in section 4(c) below. All remaining Excess Assets will be allocated as provided in section 4(c) below as of the Reserve Release Date. Excess Assets held in the Reserve Fund will not be available for allocation under section 4(c) below until they are released as provided in this section.
- c. *Allocation of Excess Assets.* There will be two levels of allocation of Excess Assets: first, by line of coverage, and second, among those Members who contributed to those plans.
- i. First, the Trust will allocate the Excess Assets by line of coverage, based on total contributions by all members of the Trust (whether currently a Member or not) over the last five years of the Trust for all lines of coverage as the denominator, and total contributions by all members of the Trust (whether currently a Member or not) for each line of coverage over the last five years of the Trust as the numerator. For example, if (i) members who participated in the Trust’s medical plan contributed \$50 million to fund the Trust’s medical plan over the five-year period prior to the Plan Termination and (ii) members who participated in the Trust’s dental plan contributed \$10 million to fund the Trust’s dental plan over the five-year period prior to the Plan Termination, the Excess Assets would be allocated among the plans by using a denominator of \$60 million (total of contributions to both plans) and numerators of \$50 million for the medical plan and \$10 million for the dental plan, so that 5/6 of the Excess Assets would be allocated to participants in the medical plan and 1/6 of the Excess Assets would be allocated to

participants in the dental plan. If, in this example, the Excess Assets totaled \$600,000, \$500,000 would be allocated to participants in the medical plan, \$100,000 to participants in the dental plan.

- ii. After this initial allocation of Excess Assets between types of plans, the Excess Assets will be allocated within each type of plan, using total contributions by all participating Members to that plan during the five-year period ending at the Plan Termination as the denominator, and each participating Member's total contributions during the five-year period ending at the Plan Termination as the numerator. For example, if fourteen Members participated in the medical plan, with four Members contributing \$5 million each to the medical plan during the five-year period ending at the Plan Termination, and ten Members contributing \$3 million each to the medical Plan during that same period, the denominator would be \$50 million (four multiplied by \$5 million, plus ten multiplied by \$3 million) and the numerators would be \$5 million and \$3 million, respectively. Thus, each Member who contributed \$5 million would be allocated 1/10 of the Excess Assets allocated to participants in the medical plan, and each Member who allocated \$3 million to the medical plan would receive 3/50 of the Excess Assets allocated to the medical plan. If, in this example, Excess Assets allocated to the medical plan totaled \$1 million, those Members who contributed \$5 million each over the five-year period would receive an allocation of \$100,000 of Excess Assets, and those Members who contributed \$3 million each over the five-year period would receive an allocation of \$60,000 of Excess Assets.
- iii. Only those Members who are participating in the Trust as of the Plan Termination will be eligible for an allocation of Excess Assets. Any municipalities or municipal utilities who terminated their participation in the Trust prior to the execution of this Agreement are not eligible for an allocation of Excess Assets. If a Member ceases to participate in one plan offered by the Trust prior to Plan Termination, but continues to participate in another plan offered by the Trust as of Plan Termination, that Member will receive an allocation of Excess Assets only for that plan in which the Member continues to participate as of Plan Termination.
- iv. If a Member does not provide medical or dental benefits after termination of the Trust, or fails to meet the conditions of participation under this Agreement, that Member's allocable share

of Excess Assets will be allocated among other Members on a pro rata basis, based on their total contributions to the Trust for such benefits over the five-year period ending at Plan Termination.

- d. *Application of Excess Asset Allocation.* In order for a Member to apply its allocation of Excess Assets in order to provide medical or dental benefits to its employees, the Member must provide the Trust with information about each group insurance plan or self-insured plan providing medical or dental benefits to the Member's employees. Such information must be sufficiently detailed to enable the Trust to satisfy its obligation to verify the coverage being provided, the premiums due to the insurer (or contributions owed to the third-party administrator of a self-insured plan), and that such plans constitute sick or accident benefits under the Internal Revenue Code. The Trust may determine in its sole discretion what information is required in order for the Trust to make payments to an insurer or third-party administrator under this Agreement. The Trust shall maintain records of each Member's allocable share of Excess Assets, and shall reduce a Member's deemed share by the amount of disbursements that are made to insurer or third-party administrator on behalf of that Member's employees.
- e. *Direct Payment to Insurer or Administrator.* When Excess Assets are available to pay for the cost of medical or dental benefits to be provided to a Member's employees, and the Trust has obtained sufficient information under section 4(d) above, the Trust will make direct payment to the Member's insurer or third-party administrator of any amounts that are due in order to provide medical and/or dental benefits to the Member's employees, up to the amount of the Member's available allocation of Excess Assets. The Trust may provide written notice or a copy of evidence of payment of insurance premiums or self-insured plan contributions to the Member, but payment of premiums or contributions to these plans from Excess Assets will be made directly by the Trust to the Member's insurer or third-party administrator.

5. *Additional Covenants of Members.* Each Member hereby agrees to the following covenants.

- a. *No Disproportionate Benefits.* Any benefit plan arrangements for the employees of a Member, which may be paid for by the Trust with an allocation of Excess Assets, may not provide disproportionate benefits for officers or highly paid employees of that Member.

- b. *Acknowledgement of No Right of Reversion.* Each Member hereby agrees and acknowledges that it does not have the right of reversion or other claim to the Excess Assets, and that the Excess Assets must be applied for the purposes set forth in Section 11.03 of the Trust Agreement, and that the Excess Assets may not be paid to or recoverable by the Members.
- c. *Right to Audit; Duty to Provide Information.* Each Member hereby acknowledges that the Internal Revenue Service may audit the Trust and the Members to ensure that the Excess Assets have been applied to provide the employees of Members benefits consistent with the terms of this Agreement. Each Member agrees to provide the Trust with any information deemed necessary by the Trust Board to enable the Trust to comply with any filing or other informational reporting requirements.
- d. *Failure to Comply.* Any material failure of a Member to comply with the covenants of this Agreement will result in the Member forfeiting its allocated share of Excess Assets to be applied for the benefit of its employees. If the Trust has disbursed Excess Assets for the benefit of a Member's employees, and that Member materially breaches its covenants under this Agreement, that Member agrees to reimburse such disbursements to the Trust as well as any costs incurred by the Trust (including reasonable attorneys' fees) in enforcing this right of reimbursement.
- e. *Trust Board Interpretation of Agreement; Termination of Trust.* The Members agree and acknowledge that the determinations of the Trust Board in interpreting and carrying out the provisions of this Agreement will be binding on the Members. The Members hereby authorize the Trust Board to resolve any disputes among the Members and/or the Trust as to the administration of the Trust and distribution of Excess Assets after the Plan Termination. The Trust will terminate when all Excess Assets have been distributed.

## 6. *Miscellaneous.*

- a. *Benefit.* This Agreement binds and inures to the benefit of the Trust, the Members and their respective successors and assigns.
- b. *Construction.* Words which import one gender shall be applied to any gender where appropriate. The singular imports the plural and plural imports the singular where appropriate.

- c. *Invalid Provision.* The invalidity or unenforceability of any particular provisions of this Agreement shall not affect the other provisions hereof, and the Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
- d. *Entire Agreement; Counterparts.* This Agreement contains the entire agreement between the parties and supersedes any prior discussions, arrangements or agreements between the parties relating to the subject matter. This Agreement may be executed in one or more counterparts, which counterparts, taken together, shall constitute a complete and binding agreement.
- e. *Governing Law; Venue.* This Agreement shall be governed, construed and enforced under the laws of the State of Wisconsin. Venue for any action to construe or enforce this Agreement is proper only in the Circuit Court of Dane County, Wisconsin.
- f. *Single Participation Agreement.* Cedarburg and Cedarburg L&W agree that although there is only one Participation Agreement signed by Cedarburg that covers both parties, each will receive separate allocations of Excess Assets under this Agreement. Similarly, New London and NLU agree that although there is only one Participation Agreement signed by New London and NLU that covers both parties, each will receive separate allocations of Excess Assets under this Agreement.
- g. *Notices.* All notices, offers, acceptances and other communications required or permitted to be given under this Agreement shall, for all purposes, be deemed to be duly given as of the date when personally delivered to recipient thereof or mailed by registered or certified mail, postage prepaid, to the following addresses:

If to Trust:

WPPI Benefit Plan Trust  
c/o Beverly Lindquist  
1425 Corporate Center Drive  
Sun Prairie, WI 53590-9109

with a copy to:

Attorney James B. Egle  
Stafford Rosenbaum LLP  
P.O. Box 1784  
Madison, WI 53701-1784

If to Members:

Addressed to highest-ranking official of Member, at address  
at which it conducts business

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of  
the date first above written.

**[SIGNATURE PAGES FOLLOW]**

**WPPI BENEFIT PLAN TRUST**

\_\_\_\_\_  
By:  
Its:

\_\_\_\_\_  
Dated:

**BLACK RIVER FALLS  
MUNICIPAL UTILITIES**

\_\_\_\_\_  
By:  
Its:

\_\_\_\_\_  
Dated:

**CITY OF CEDARBURG**

\_\_\_\_\_  
By:  
Its:

\_\_\_\_\_  
Dated:

**CEDARBURG LIGHT & WATER**

\_\_\_\_\_  
By:  
Its:

\_\_\_\_\_  
Dated:

**TOWN OF FLORENCE**

\_\_\_\_\_  
By:  
Its:

\_\_\_\_\_  
Dated:

**FLORENCE UTILITY COMMISSION**

\_\_\_\_\_  
By:  
Its:

\_\_\_\_\_  
Dated:

**VILLAGE OF HUSTISFORD**

\_\_\_\_\_  
By:  
Its:

\_\_\_\_\_  
Dated:

**MENASHA UTILITIES**

\_\_\_\_\_  
By:  
Its:

\_\_\_\_\_  
Dated:

**CITY OF NEW HOLSTEIN**

\_\_\_\_\_  
By:  
Its:

\_\_\_\_\_  
Dated:

**NEW HOLSTEIN UTILITIES**

\_\_\_\_\_  
By:  
Its:

\_\_\_\_\_  
Dated:

**CITY OF NEW LONDON**

\_\_\_\_\_  
By:  
Its:

\_\_\_\_\_  
Dated:

**NEW LONDON UTILITIES**

\_\_\_\_\_  
By:  
Its:

\_\_\_\_\_  
Dated:

**CITY OF NEW RICHMOND**

\_\_\_\_\_  
By:  
Its:

\_\_\_\_\_  
Dated:

**CITY OF RIVER FALLS**

\_\_\_\_\_  
By:  
Its:

\_\_\_\_\_  
Dated:

**CITY OF STURGEON BAY**

\_\_\_\_\_  
By:  
Its:

\_\_\_\_\_  
Dated:

**STURGEON BAY UTILITIES**

\_\_\_\_\_  
By:  
Its:

\_\_\_\_\_  
Dated:

**CITY OF WHITEHALL**

\_\_\_\_\_  
By:  
Its:

\_\_\_\_\_  
Dated:

**WPPI ENERGY**

\_\_\_\_\_  
By:  
Its:

\_\_\_\_\_  
Dated:

## PAYEE AGREEMENT

This Payee Agreement (“Agreement”) is entered this \_\_\_\_ day of \_\_\_\_\_, 2013, by and among \_\_\_\_\_ (“Municipality”), \_\_\_\_\_ (“Insurer”) and WPPI Benefit Plan Trust (“Trust”).

### RECITALS

Municipality has participated in the Trust, which is organized as a voluntary employees’ beneficiary association (“VEBA”). The Trust is self-funded by Municipality and its other members. The Trust offers medical and dental plan benefits to employees of its members. Municipality has made ongoing contributions to the Trust, enabling the Trust and its third-party administrator to process and pay claims for medical [and dental] benefits for employees of Municipality.

The board of trustees of the Trust voted to terminate the Trust at the end of 2013. The members of the Trust anticipate that the Trust will have excess assets remaining after all claims and obligations of the Trust have been paid following termination. The members of the Trust have agreed that any excess assets remaining upon termination will be applied as provided in the Trust Termination Agreement dated \_\_\_\_\_, 2013 (“Termination Agreement”).

The Trust has also obtained an IRS determination letter (“Determination Letter”) that ruled that the execution and implementation of the Termination Agreement will not adversely affect the Trust’s tax-exempt status as a VEBA under section 501(c)(9) of the Internal Revenue Code (“IRC”), nor will it result in the Trust realizing unrelated business taxable income under section 511 of the IRC. The rulings under the Determination Letter, however, are conditioned upon the Trust’s representation that any excess assets remaining upon termination will be used only to fund future group medical [and dental] benefits for employees of Municipality and other members of the Trust, and will not revert to the Municipality itself.

Thus, the Termination Agreement provides that any excess assets attributable to contributions from Municipality must be paid directly to Municipality’s insurer for the payment of premiums due from Municipality, that such funds used to pay the premiums may not revert to Municipality, and that Municipality’s insurer must agree in writing that any premiums paid to the insurer by the Trust may not revert to the Municipality. The Trust, the Municipality and Insurer enter this Agreement to confirm that no payments made by the Trust to Insurer to provide group medical [or dental benefits] to Municipality’s employees will revert to Municipality.

NOW, THEREFORE, the parties agree as follows:

1. *Premium Payments to Insurer.* Insurer, the Trust and Municipality agree and acknowledge that if Municipality receives an allocation of excess funds upon termination of the Trust, the Trust will make a direct payment to Insurer of premiums due for group medical insurance or group dental insurance for employees of Municipality, and/or stop-loss insurance obtained by Municipality to indemnify it against excess claims for medical or dental benefits paid by Municipality under its self-funded medical or dental plans for employees. Such payment shall be made by the Trust to Insurer by check, pursuant to instructions provided by Insurer. Municipality shall provide the Trust and Insurer with any identifying information necessary for the Trust and Insurer to process the payment.
  
2. *Insurer Agreement Not To Return Payment to Municipality.* Insurer agrees and acknowledges that it will apply payments made by the Trust to Insurer under this Agreement solely to pay premiums for medical insurance or dental insurance for employees of Municipality or stop-loss coverage obtained by Municipality to indemnify it against excess claims for medical or dental benefits paid by Municipality under its self-funded medical or dental plans for employees. If, for any reason, Insurer deems it necessary to refund payments made by the Trust for such group medical insurance, group dental insurance or stop-loss coverage, such refunds shall be paid to the Trust. Insurer agrees and acknowledges that under no circumstances will monies paid by the Trust to Insurer be returned to Municipality.

IN WITNESS WHEREOF, the parties enter this Agreement as of the date first written above.

WPPI BENEFIT PLAN TRUST

MUNICIPALITY

\_\_\_\_\_  
By:

\_\_\_\_\_  
By:

INSURER

\_\_\_\_\_  
By:

**Resolution of the City of Sturgeon Bay, County of Door  
Lake Protection Grant**

Resolution # \_\_\_\_\_

**WHEREAS**, Bradley Lake is an important resource used by the public for recreation and enjoyment of natural beauty;

**AND WHEREAS**, the protection of critical watershed areas and reasonable lake use activities are paramount in the protection of water quality and the natural ecosystem of the lake;

**AND WHEREAS**, we are qualified to carry out the responsibilities of this protection project;

**NOW, THEREFORE, BE IT HEREBY RESOLVED** that the City of Sturgeon Bay requests the funds and assistance available from the Wisconsin Department of Natural Resources under the "Lake Management Protection Grant Program"; and

**HEREBY** authorizes Robert Bordeau, Municipal Services Director, to act on behalf of the City of Sturgeon Bay to:

1. Submit an application to the State of Wisconsin for financial aid for lake protection purposes
2. Sign documents
3. Take necessary action to undertake, direct, and complete an approved protection project.

**BE IT FURTHER RESOLVED THAT** the City of Sturgeon Bay will comply with state rules for the program, may perform force account work, and will meet the financial obligations under the grant.

Adopted at a meeting of the Common Council this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

Attest:

\_\_\_\_\_  
Stephanie L. Reinhardt, Clerk

ORDINANCE NO. \_\_\_\_\_

THE COMMON COUNCIL OF THE CITY OF STURGEON BAY, WISCONSIN DO ORDAIN AS FOLLOWS:

SECTION 1: The following described property is hereby rezoned from General Commercial (C-1) to Mixed Commercial-Residential (C-5):

A tract of land located in Subdivision Four (4) in the Northeast one-quarter of the Southwest one-quarter of Section 5, Township 27 North, Range 26 East, City of Sturgeon Bay, Door County, Wisconsin and more particularly described as follows:

Commencing at the Northeast corner of Certified Survey Map No. 1166, recorded in Volume 7 of Certified Survey Maps, Page 19, as Document No. 603720, said point also being the Northeast corner of Leonhardt's Plat No. 2, thence S 00°08'30" E along the westerly right-of-way of North 8<sup>th</sup> Avenue 229.15 feet to the point of beginning, thence continue S 00°08'30" E along said westerly right-of-way 171.34 feet, thence S 90°00'00" W 252.17 feet, thence N 00°12'21" W 171.34 feet, thence N 90°00'00" E 252.36 feet to the point of beginning.

Said tract contains 0.992 acres of land.

Property address: 509 N. 8th Avenue, tax parcel #281-62-04000501.

SECTION 2: This ordinance shall take effect on the day after its publication.

Approved:

\_\_\_\_\_  
Thad Birmingham  
Mayor

Attest:

\_\_\_\_\_  
Stephanie L. Reinhardt  
City Clerk

## Executive Summary

**Title:** Zoning Map Amendment - C-1 to C-5 – Haight

**Background:** Thomas & Gwen Haight petition to rezone their 1.0-acre parcel at 509 N. 8<sup>th</sup> Avenue from General Commercial (C-1) to Mixed Residential-Commercial (C-5). The subject parcel contains a two-family dwelling. The Haight's desire to convert this building to a single-family dwelling, which is not a permitted use in the C-1 district. If the parcel is rezoned to the C-5 district the proposed dwelling is a permitted use. Under C-5 the property potentially could still be used commercially, subject to the commercial building code.

**Surrounding Zoning & Uses:** The surrounding area is a mixture of uses and zoning classifications. To the north are additional dwellings and a farm market that are zoned C-1. To the south is Garland Park zoned Conservancy. To the west are residential properties zoned Single-Family Residential (R-2). To the east across 8<sup>th</sup> Avenue are some residences and an office building that are zoned C-1.

**Comprehensive Plan:** The Future Land Use Map within the Sturgeon Bay Comprehensive Plan identifies the subject property within the Single-Family Residential – Higher Density land use category. It is immediately adjacent to the Transitional Commercial land use category. The current C-1 zoning district is not consistent with the land use plan. The proposed C-5 zoning district is more compatible since it permits single-family dwellings.

**Other Considerations:** Despite the mixture of homes and businesses, the entire frontage along the business route portions of Jefferson Street and 8<sup>th</sup> Avenue have been zoned commercial for many years. After the Mixed Commercial-Residential District was created, the Plan Commission considered whether all or parts of this area should be rezoned to the C-5 district. At that time there did not appear to be enough interest from property owners to switch to C-5. Hence, the Commission decided to consider individual rezoning petitions, rather than pursue a mass rezoning.

The Mixed Residential-Commercial (C-5) zoning district is intended for areas of the City where residential properties are converting to commercial uses or vice versa. It is also intended for areas where a continued mixture of residential and commercial uses is desirable.

**Fiscal Impact:** There should be no significant fiscal impact.

**Public Hearing:** The required hearing was held on September 18<sup>th</sup>. There was no testimony.

**Plan Commission Action:** The Plan Commission unanimously recommends approval.

**Recommendation:** Staff recommends approval of the zoning map amendment.

Prepared by: Marty Olejniczak 9-25-13  
Marty Olejniczak, Community Devel. Dir. Date

Reviewed by: Steve McNeil 10/9/13  
Steve McNeil, City Administrator Date

# CITY OF STURGEON BAY ZONING/REZONING APPLICATION

Date Received: 7-31-13  
 Fee Paid \$ \$400 + \$50 Sign  
 Received By: PT

	APPLICANT/AGENT	LEGAL PROPERTY OWNER
Name	<u>Tom Haight</u>	<u>Same</u>
Company		
Street Address	<u>1406 Utah Street</u>	
City/State/Zip	<u>Sturgeon Bay, WI 54235</u>	
Daytime Telephone No.	<u>746-2391</u>	
Fax No.		

STREET ADDRESS OF SUBJECT PROPERTY: 509 N. Boh Avenue  
 Location if not assigned a common address: \_\_\_\_\_

TAX PARCEL NUMBER: 281 6204000501

CURRENT ZONING CLASSIFICATION: C1

CURRENT USE AND IMPROVEMENTS:  
Residential Duplex

ZONING DISTRICT REQUESTED: C5

COMPREHENSIVE PLAN DESIGNATION OF SUBJECT PROPERTY: Single Family Residential - HD

PROPOSED USE OF SURROUNDING PROPERTY UNDER COMPREHENSIVE PLAN:  
 North: Single Family Residential - Higher Density  
 South: Open Space + Recreation  
 East: Mixed Residential  
 West: Single Family Residential - Higher Density

ZONING AND USES OF ADJACENT SURROUNDING PROPERTIES:  
 North: C1 - Residential / In-home business  
 South: Com - Park  
 East: C1 - Residential  
 West: R2 - Residential

HAVE THERE BEEN ANY VARIANCES, CONDITIONAL USE PERMITS, ETC. GRANTED PREVIOUSLY FOR THIS PROPERTY? No IF YES, EXPLAIN: \_\_\_\_\_

Attach a full legal description (preferably on disk), 8-1/2" X 11" location map, and Agreement for Reimbursement of expenses.

Tom Haight  
Property Owner (Print Name)

Tom Haight  
Signature

8/6/2013  
Date

\_\_\_\_\_  
Applicant/Agent (Print Name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

I, Tom Haight, have attended a review meeting with at least one member of staff and understand that I am responsible for sign placement and following all stages listed on the check list in regard to the applicant.

Aug 5, 2013  
Date of review meeting

Tom Haight  
Applicant Signature

[Signature]  
Staff Signature

**Attachments:**

- Procedure & Check List
- Agreement For Reimbursement of Expenses

**STAFF USE ONLY**

Application conditions of approval or denial:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Community Development Director

ADDENDUM A  
(Attachment to Trustee's Deed)

Document: TRUSTEE'S DEED  
Grantor: William F. Walsh, Trustee of the Mary A. Pinney Revocable Trust Dated August 20, 1992  
Grantee: Thomas J. Haight and Gwen A. Haight

Tax Parcel No. 281-62-04000501

LEGAL DESCRIPTION

A tract of land located in Subdivision Four (4), partly in the Northwest Quarter of the Southwest Quarter (NW ¼ of the SW ¼) and partly in the Northeast Quarter of the Southwest Quarter (NE ¼ of the SW ¼), Section Five (5), Township Twenty-seven (27) North, Range Twenty-six (26) East, in the City of Sturgeon Bay, Door County, Wisconsin, described as follows:

Commencing at the Northeast corner of Certified Survey Map No. 1166, recorded in Volume 7 of Certified Survey Maps, Page 19 as Document No. 603720, said point also being the Northeast corner of Leonhardt's Plat No. 2; thence South 00 deg. 08 min. 30 sec. East along the Westerly right of way of North 8th Avenue, 229.15 feet to the point of beginning; thence continue South 00 deg. 08 min. 30 sec. East along said Westerly right of way 171.34 feet; thence South 90 deg. 00 min. 00 sec. West 252.17 feet; thence North 00 deg. 12 min. 21 sec. West 171.34 feet; thence North 90 deg. 00 min. 00 sec. East 252.36 feet to the point of beginning.

Formerly known and described as:

A tract of land located in Lot Five (5), Subdivision Four (4), City of Sturgeon Bay, Door County, Wisconsin, described as follows:

Commencing at a point where the South line of Lot 5, Subdivision 4, intersects the West side of 8th Avenue; thence West 250 feet to the Southeast corner of the William S. Fairfield tract as described in the deed recorded in Volume 232 Records, Page 501, as recorded in the office of the Register of Deeds for Door County, Wisconsin; thence North along the East line of the aforesaid William S. Fairfield tract parallel to 8th Avenue to a point on the North line of Lot 5, Subdivision 4; thence East 250 feet to 8th Avenue; thence South along 8th Avenue to the point of beginning.

Excepting therefrom the tract conveyed to Harry G. Ehlers and Gretchen E. Ehlers, his wife, recorded in Vol. 254 Records, Page 240 as Doc. No. 369699, Register of Deeds office for Door County, Wisconsin.

# Location Map

## Public Hearing - Haight

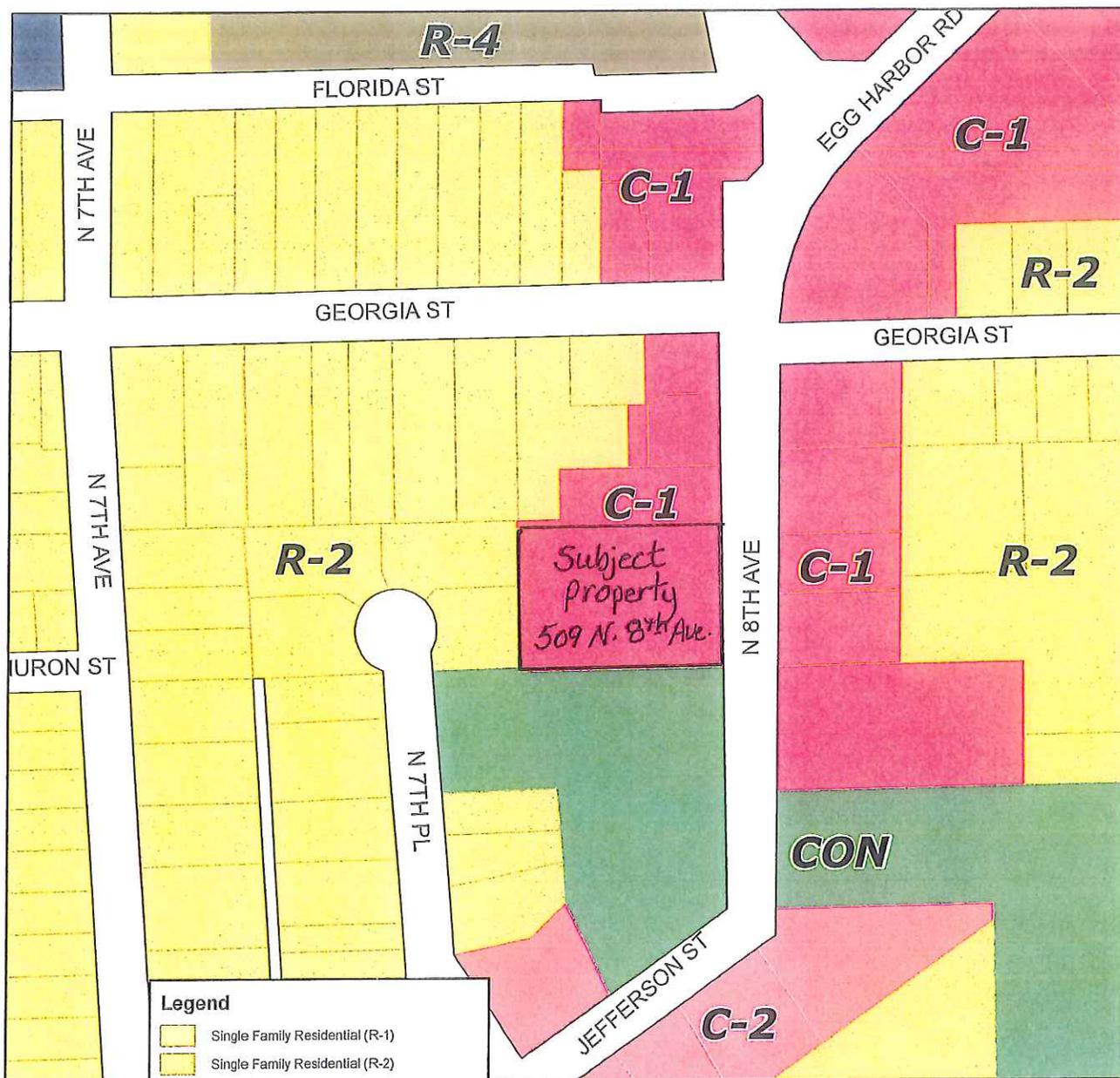
### Re-zone Request C-1 to C-5



**Subject Area**



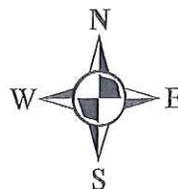
Note: Public Hearing to be held on September 18, 2013



**Legend**

	Single Family Residential (R-1)
	Single Family Residential (R-2)
	Two-Family Residential (R-3)
	Multiple-Family Residential (R-4)
	Manufactured Home Court Residential (R-M)
	General Commercial (C-1)
	Central Business District (C-2)
	Commercial / Light Manufacturing (C-3)
	Office / Business District (C-4)
	Mixed Residential-Commercial (C-5)
	Light Industrial (I-1)
	Light Industrial (Industrial Park) (I-1A)
	Heavy Industrial (I-2)
	Heavy Industrial (Industrial Park) (I-2A)
	Agricultural (A)
	Conservancy (CON)
	Planned Unit Development (PUD)

September 17, 2013





509 N 8<sup>TH</sup> AVENUE

**R E C O M M E N D A T I O N**

**TO THE HONORABLE MAYOR AND COMMON COUNCIL:**

We, the Personnel Committee, hereby recommend to amend the contract with the City Administrator by increasing his vacation by one week and to allow the City Administrator to sell one week back to the City if not used.

Respectfully submitted,

PERSONNEL COMMITTEE  
By: Joe Stutting, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: September 24, 2013

\* \* \* \* \*

Moved by Alderperson \_\_\_\_\_, seconded by Alderperson

\_\_\_\_\_ that the said recommendation be adopted.

Passed by the Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2013.